	P.S.C.	Ку.	No.	5
Cancels	P.S.C.	кy.	No.	4

**OF** 

#### LEXINGTON, KENTUCKY

#### RATES, RULES AND REGULATIONS FOR FURNISHING

**NATURAL GAS** 

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

for the

SEP 1 1993

PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

Entire Service Area of the Company Public Service Commission MANAGER

# Filed with PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED _	June 1, 1993	EFFECTIVE <u>September 1, 1993</u>
	ISSUED BY	Columbia Gas of Kentucky, Inc.
		Vice President

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Hubert A. Willy, g.

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**KENTUCKY** 

PUBLIC SERVICE COMMISSION

**JEFF R. DEROUEN** EXECUTIVE DIRECTOR

TARIFF BRANCH

EFFECTIVE

12/29/2013

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		KENTUCKY

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**DATE EFFECTIVE:** January 2, 2022

Issued by authority of an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021

Issued by: Kimra H. Cole

Title: President & Chief Operating Officer

Linda C. Bridwell Executive Director

**EFFECTIVE** 

1/2/2022

FOURTH REVISED SHEET NO. 3 CANCELLING PSC KY NO. 5 THIRD REVISED SHEET NO. 3

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DATE EFFECTIVE

December 29, 2013

ISSUED BY TITLE Hubert A Miller, G. . President

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**KENTUCKY** 

PUBLIC SERVICE COMMISSION

**JEFF R. DEROUEN** EXECUTIVE DIRECTOR

TARIFF BRANCH

EFFECTIVE

COLUMBIA GAS OF KENTUCK	
!	
	RESERVED FOR FUTURE USE
	PUBLIC SERVICE COMMISSION OF KENTUCKY
	EFFECTIVE
	SEP 1 1993
	PURSUANT TO 807 KAR 5:011. SECTION 9 (1)
	BY: Glosse Salle
	PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: June 1, 1993

DATE EFFECTIVE: September 1, 1993

Issued by: Wan . Bawman

Vice President - Regulatory Services

T-4-1

#### **CURRENTLY EFFECTIVE BILLING RATES**

SALES SERVICE	Base Rate Charge	<u>Demand</u> (	djustment <sup>1/</sup> Commodity	Total Billing <u>Rate</u>	
	\$	\$	\$	\$	
RATE SCHEDULE GSR					
Customer Charge per billing period	19.75			19.75	
Delivery Charge per Mcf	5.2528	1.7230	3.0676	10.0434	I
RATE SCHEDULE GSO					
Commercial or Industrial					
Customer Charge per billing period	83.71			83.71	
Delivery Charge per Mcf -					
First 50 Mcf or less per billing period	3.2513	1.7230	3.0676	8.0419	I
Next 350 Mcf per billing period	2.5096	1.7230	3.0676	7.3002	ı
Next 600 Mcf per billing period	2.3855	1.7230	3.0676	7.1761	ı
Over 1,000 Mcf per billing period	2.1700	1.7230	3.0676	6.9606	I
RATE SCHEDULE IS					
Customer Charge per billing period	3982.30			3982.30	
Delivery Charge per Mcf					
First 30,000 Mcf per billing period	0.7093		3.0676 <sup>2</sup> /	3.7769	I
Next 70,000 Mcf per billing period	0.4378		3.06762/	3.5054	I
Over 100,000 Mcf per billing period	0.2423		3.0676 <sup>2</sup> /	3.3099	ı
Firm Service Demand Charge					
Demand Charge times Daily Firm					
Volume (Mcf) in Customer Service Agreement		10.4374		10.4374	ı
RATE SCHEDULE IUS					
Customer Charge per billing period Delivery Charge per Mcf	945.24			945.24	
For All Volumes Delivered	1.1959	1.7230	3.0676	5.9865	ı

- 1/ The Gas Cost Adjustment, as shown, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets 48 through 51 of this Tariff. The Gas Cost Adjustment applicable to a customer who is receiving service under Rate Schedule GS or IUS and received service under Rate Schedule SVGTS shall be \$5.5175 per Mcf I only for those months of the prior twelve months during which they were served under Rate Schedule SVGTS.
- 2/ IS Customers may be subject to the Demand Gas Cost, under the conditions set forth on Sheets 14 and 15 of this tariff.

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DATE EFFECTIVE November 26, 2024 (Unit 1 December)

ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2024-00341 dated November 25, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

**EFFECTIVE** 

11/26/2024

### CURRENTLY EFFECTIVE BILLING RATES (Continued)

	Base Rate	Gas Cost	Adjustment <sup>1</sup> /	Total Billing	
TRANSPORTATION SERVICE	Charge \$	Demand \$		Rate \$	
RATE SCHEDULE SS Standby Service Demand Charge per Mcf Demand Charge times Daily Firm Volume (Mcf) in Customer Service Agreement Standby Service Commodity Charge per Mcf	Ť	10.4374	3.0676	10.4374 3.0676	I I
RATE SCHEDULE DS					
Customer Charge per billing period <sup>2/</sup> Customer Charge per billing period (GDS only) Customer Charge per billing period (IUDS only)				3982.30 83.71 945.24	
Delivery Charge per Mcf <sup>2/</sup> First 30,000 Mcf Next 70,000 Mcf Over 100,000 Mcf	0.7093 0.4378 0.2423			0.7093 0.4378 0.2423	
<ul> <li>Grandfathered Delivery Service</li> <li>First 50 Mcf or less per billing period</li> <li>Next 350 Mcf per billing period</li> <li>Next 600 Mcf per billing period</li> <li>All Over 1,000 Mcf per billing period</li> <li>Intrastate Utility Delivery Service</li> </ul>				3.2513 2.5096 2.3855 2.1700	
All Volumes per billing period				1.1959	
Banking and Balancing Service Rate per Mcf		0.0369		0.0369	
RATE SCHEDULE MLDS					
Customer Charge per billing period Delivery Charge per Mcf Banking and Balancing Service				260.11 0.0867	
Rate per Mcf		0.0369		0.0369	

- 1/ The Gas Cost Adjustment, as shown, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets 48 through 51 of this Tariff.
- 2/ Applicable to all Rate Schedule DS customers except those served under Grandfathered Delivery Service or Intrastate Utility Delivery Service.

DATE OF ISSUE December 4, 2024

DATE EFFECTIVE November 26, 2024 (Unit 1 December)

ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2024-00341 dated November 25, 2024

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

**EFFECTIVE** 

11/26/2024

### CURRENTLY EFFECTIVE BILLING RATES (Continued)

RATE SCHEDULE SVGTS	Base Rate Charge \$
General Service Residential (SGVTS GSR)	Ψ
Customer Charge per billing period Delivery Charge per Mcf	19.75 5.2528
General Service Other - Commercial or Industrial (SVGT	<u>'S GSO)</u>
Customer Charge per billing period Delivery Charge per Mcf -	83.71
First 50 Mcf or less per billing period Next 350 Mcf per billing period Next 600 Mcf per billing period Over 1,000 Mcf per billing period	3.2513 2.5096 2.3855 2.1700
Intrastate Utility Service	
Customer Charge per billing period Delivery Charge per Mcf	945.24 \$ 1.1959
	Billing Rate
Actual Gas Cost Adjustment 1/	
For all volumes per billing period per Mcf	(\$0.5518) R
RATE SCHEDULE SVAS	
Balancing Charge – per Mcf	\$1.2231 I

<sup>1/</sup> The Gas Cost Adjustment is applicable to a customer who is receiving service under Rate Schedule SVGTS and received service under Rate Schedule GS, IS, or IUS for only those months of the prior twelve months during which they were served under Rate Schedule GS, IS or IUS.

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TITLE President & Chief Operating Officer

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**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

**EFFECTIVE** 

11/26/2024

#### THIS PAGE CANCELLED AND HELD FOR FUTURE USE

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DATE EFFECTIVE January 2, 2022

ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell

**Executive Director** 

EFFECTIVE

1/2/2022

#### **GENERAL STATEMENT OF TERRITORY SERVED** BY COLUMBIA GAS OF KENTUCKY, INC.

#### APPLICABLE TO ALL RATE SCHEDULES

The service area of Company includes the following Kentucky communities:

Ashland Bellefonte Catlettsburg Cynthiana Flatwoods Foster Frankfort Fullerton

Georgetown Germantown

Greenup Hindman

Inez Irvine Lexington Louisa Maysville

Midway Mt. Sterling

**Paris** 

Raceland Ravenna Russell

South Williamson Versailles Warfield Washington Winchester Worthington

and rural communities and areas served by Company in the Kentucky counties of:

Bath Bourbon Bovd Bracken Carter Clark Clay Estill Fayette Floyd Franklin

Greenup Harrison Jessamine Johnson Knott Lawrence Lee Letcher Lewis Madison Martin

Mason Montgomery Nicholas Owslev Pike Robertson Scott Woodford

Magoffin D Menifee D Morgan D Pendleton D Perry D

DATE OF ISSUE

December 27, 2013

DATE EFFECTIVE

December 29, 2013

**ISSUED BY** TITLE

Bubert A. Miller, gr

President

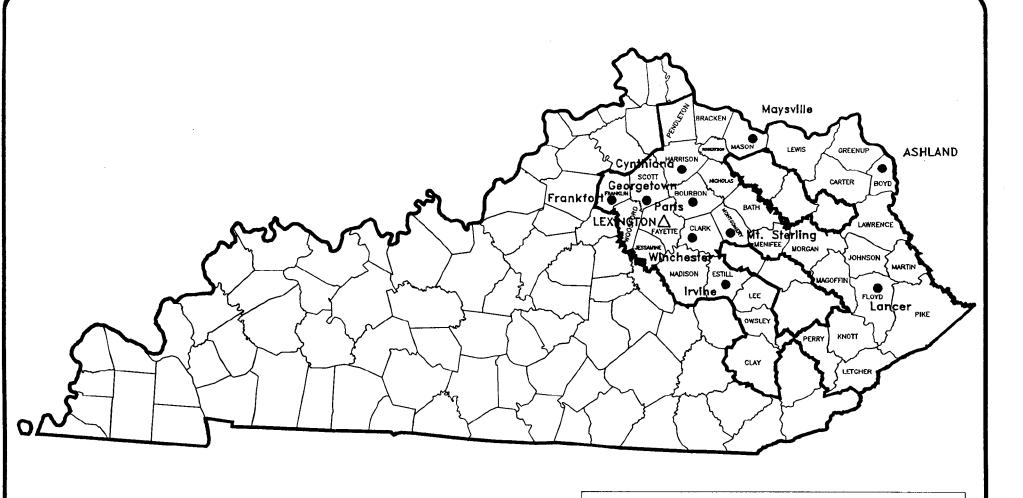
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**KENTUCKY** 

PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN **EXECUTIVE DIRECTOR** 

TARIFF BRANCH



PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

1 1993

PUBLIC SERVICE COMMISSION MANAGER

### **COLUMBIA GAS**

of Kentucky



Legend	

Company Boundaries Of Territory Served District Office

Area Office

 $\overset{\triangle}{\bullet}$ 

OLUMBIA GAS OF KENTU	CRY, INC.
	ORIGINAL SHEET NOS. 9 and 10 RESERVED FOR FUTURE USE
	PUBLIC SERVICE COMMISSION
	OF KENTUCKY EFFECTIVE
	SEP 1 1993
	PURSUANT TO 807 KAR 5:01 SECTION 9 (1)
	BY:
	Topale California Cali
TE OF ISSUE: June 1, 1993	DATE EFFECTIVE: September 1.

Issued by:

Blank. Bowner

Vice President - Regulatory Services

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### GENERAL SERVICE (GS) AND GENERAL PROPANE SERVICE (GPS) SALES SERVICE RATE SCHEDULES

#### **APPLICABILITY**

Entire service territory of Company. See Sheet 8 for a list of communities.

#### **AVAILABILITY OF SERVICE**

Available to residential, commercial and industrial sales service customers.

See Sheet Nos. 53 through 56 for Temporary Volumetric Limitations and Curtailment provisions for all purposes.

#### **BASE RATES**

#### Residential (GSR)

Customer Charge per billing period Delivery Charge per Mcf	@ \$19.75 @ \$5.2528 per Mcf
Commercial or Industrial (GSO)	
Customer Charge per billing period	@ \$83.71
Delivery Charge per Mcf -	
First 50 or less Mcf per billing period	@ \$3.2513 per Mcf
Next 350 Mcf per billing period	@ \$2.5096 per Mcf
Next 600 Mcf per billing period	@ \$2.3855 per Mcf
Over 1,000 Mcf per billing period	@ \$2.1700 per Mcf

#### **MINIMUM CHARGE**

The minimum charge per billing period shall be the applicable Customer Charge. If the meter reading or calculated consumption for the billing period is greater than zero then the minimum charge shall be increased by the Delivery Charge for a minimum of one Mcf per billing period.

#### **GAS COST ADJUSTMENT**

Gas sold under this rate schedule and rates as prescribed herein are subject to a Gas Cost Adjustment as stated on currently effective Sheet Nos. 48 through 51 of this tariff which are hereby incorporated into this rate schedule.

The charges set forth herein, exclusive of those pertaining to the minimum charge, shall be subject to a Gas Cost Adjustment, as shown on Sheet 5 of this tariff.

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January 14, 2022

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January 2, 2022

ISSUED BY

/s/ Kimra H. Cole

TITLE

President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

# GENERAL SERVICE (GS) AND GENERAL PROPANE SERVICE (GPS) SALES SERVICE RATE SCHEDULES (Continued)

#### **ADJUSTMENTS AND RIDERS**

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

Weather Normalization Adjustment – Sheet 51a

Energy Assistance Program Surcharge – Sheet No. 51b (Applies to Residential Customers only)

Rider for Natural Gas Research & Development - Sheet No. 51c

Energy Efficiency Conservation Rider – Sheets 51d – 51h (Applies to Residential and

Commercial Customers only)

SMRP Rider - Sheet No. 58

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#### **LOCAL FRANCHISE FEE OR TAX**

The above rates and minimum charge are subject to Local Franchise Fee or Tax as set forth on Sheet No. 52.

#### **LATE PAYMENT CHARGE**

Refer to the General Terms, Conditions, Rules and Regulations, Section 25.

#### **OTHER PROVISIONS**

Where a Customer has installed a gas light(s) for continuous street or outdoor lighting in lighting devices approved by Company and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be two thousand (2,000) cubic feet per month when the Btu/hour input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hour input or fraction thereof, the assumed consumption shall be increased by one thousand (1,000) cubic feet per month. Such assumed consumption shall be billed under the rates contained herein or, if in combination with metered usage under this rate schedule, shall be added to the Customer's metered usage and the total billed under the rates contained herein.

#### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

Service furnished under this rate schedule is subject to Company's Rules and Regulations and to all applicable rate schedules.

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ISSUED BY /s/ Kimra H. Cole.

TITLE President & Chief Operating Officer

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KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

1/2/2022

## INTERRUPTIBLE SERVICE (IS) SALES SERVICE RATE SCHEDULE

#### **APPLICABILITY**

Entire service territory of Company. See Sheet No. 8 for a list of communities.

#### **AVAILABILITY OF SERVICE**

This interruptible sales service rate schedule is available in the territory served by Company to any Customer having normal annual usage of not less than 25,000 Mcf at any location when:

- (1) Company's existing facilities are sufficient to provide the quantities of gas requested by said Customer, and
- (2) Customer executes a Sales Agreement for the purchase of:
  - (a) a specified Daily Firm Volume, contracted for under Firm Service, which shall be 0 100% of the Customer's Maximum Daily Volume requirements, and
  - (b) a specified Daily Interruptible Volume, and
  - (c) Customer has signed a statement acknowledging the fact that its service, not specified in (a) above, is subject to interruption and that Customer is aware that Company has no obligation to serve during times of interruption.

See Sheet Nos. 53 through 56 for Temporary Volumetric Limitations and Curtailment provisions.

#### CHARACTER OF SERVICE

Firm Service -The Daily Firm Volume of Customer will be contracted for by Company from its supplier(s) and no curtailment of this firm volume is planned, considering availability thereof from its supplier(s). However, in the event of emergencies, shortages of gas, or force majeure, Company reserves the right to curtail the Daily Firm Volume of Customer without incurring any liability for any loss, cost, damage, injury or expenses that may be sustained by Customer by reason of any such curtailment. It is understood that Company's primary obligation is to its domestic markets.

The Daily Interruptible Volume shall be on an interruptible basis only and Company shall have the right to interrupt deliveries of gas hereunder whenever, and to the extent needed, such action is, in its sole judgment, necessary to protect the Maximum Daily Volume of delivery currently contracted for by Company, as available from its supplier(s) or to protect the integrity of Company's natural gas distribution system. The Company shall give the Customer as much advance notice as possible of interruption hereunder. It is understood that the Company will not include in any contractual commitment with its supplier(s) any volumes required to supply Customer's Daily Interruptible Volume.

Customer may enter into a full sales agreement with the Company under this rate scheme with the

8/29/2007 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SION

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Issued by: Herbert A. Miller, Jr.

DATE FFECTIVE: August 29, 2007

Executive Director

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

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# INTERRUPTIBLE SERVICE (IS) SALES SERVICE RATE SCHEDULE (Continued)

#### **CHARACTER OF SERVICE** (continued)

provision that the Customer may not concurrently contract with the Company for Delivery Service under Rate DS. The full sales agreement is subject to a minimum contract period of one (1) year as set forth in the General Terms, Conditions, Rules and Regulations, Section 34.

#### **BASE RATES**

Customer Charge \$3982.30 per billing period

Delivery Charge per Mcf -

First 30,000 Mcf per billing period @ \$ 0.7093 per Mcf Next 70,000 Mcf per billing period @ \$ 0.4378 per Mcf Over 100,000 Mcf per billing period @ \$ 0.2423 per Mcf

#### **MINIMUM CHARGE**

The minimum charge each billing period for gas delivered or the right of the Customer to receive same shall be the sum of the Customer Charge of \$3982.30, **plus** the Customer Demand Charge as contracted for under Firm Service. (Daily Firm I Volume as specified in the Customer's service agreement multiplied by the demand rate (See Sheet No. 5).

In the event of monthly, seasonal or annual curtailment due to gas supply shortage, the demand charge shall be waived when the volume made available is less than 110% of the Daily Firm Volume multiplied by thirty (30). In no event will the minimum charge be less than the Customer charge.

If the delivery of firm volumes of gas by Company is reduced, due to peak day interruption in the delivery of gas by Company or complete or partial suspension of operations by Customer resulting from force majeure, the Minimum Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service and complete or partial suspension of Customer's operation bears to the total number of days in the billing period. Provided, however, that in cases of Customer's force majeure, the Minimum Charge shall not be reduced to less than the Customer Charge.

#### **GAS COST ADJUSTMENT**

Except as otherwise provided herein, gas sold under this rate schedule and rates as prescribed herein are subject to the Gas Cost Adjustment, including the Commodity and Demand components, as stated on currently effective Sheet Nos. 48 through 51 herein, which are hereby incorporated into this rate schedule.

For a Customer who enters into a full sales agreement under this rate schedule after September 1, 1995, the Gas Cost Adjustment shall consist of the Expected Commodity Cost of Gas, as defined in paragraph 1 (a) of Sheet No. 48 herein and shall not be adjusted to reflect the supplier Refund Adjustment (RA), the Actual Cost Adjustment (ACA), or the Balancing Adjustment (BA) for a period of one year from the effective date of the Customer's agreement. At the end of that one-year period, any gas purchased by the Customer under that agreement shall be subject to the Commodity Cost of Gas, including all appropriate adjustments, as defined in Sheet Nos. 48 and 49.

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ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

1/2/2022

# INTERRUPTIBLE SERVICE (IS) RATE SCHEDULE (Continued)

#### **GAS COST ADJUSTMENT** (Continued)

Gas Sales purchased under this rate schedule that are within the Customer's specified Daily Firm Volume as contracted for under Firm Service are subject to the Commodity Cost of Gas, including all appropriate adjustments, as stated on currently effective Sheet Nos. 48 through 51 herein.

The charges set forth herein, exclusive of those pertaining to Customer charges, shall be subject to a Gas Cost Adjustment as shown on Sheet No. 5 of this tariff.

#### **ADJUSTMENTS AND RIDERS**

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

Rider for Natural Gas Research & Development – Sheet No. 51c Rider SMRP – Sheet No. 58

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#### **LOCAL FRANCHISE FEE OR TAX**

The monthly bill to Customers served under this rate schedule is subject to the Local Franchise Fee or Tax as set forth on Sheet No. 52.

#### **LATE PAYMENT PENALTY**

Refer to the General Terms, Conditions, Rules and Regulations, Section 25.

#### PENALTY CHARGE FOR FAILURE TO INTERRUPT

On any day when Customer has been given timely notice by Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available on that day shall be subject to a charge of twenty-five dollars (\$25) per Mcf for all volumes taken in excess of one hundred three percent (103%) of the volumes specified to be made available on such day by Company. The penalty charge for failure to interrupt shall be in addition to the charges specified in this rate schedule. Customer shall be liable for any personal injury or damage to the property of Company or third parties which results from Customer's failure to interrupt, and Customer shall indemnify and hold Company harmless with respect to such injuries or damages.

#### **PAYMENT FOR UNAUTHORIZED TAKES**

Gas taken on any day in excess of one hundred three percent (103%) of the specified Maximum Daily Volume set forth in the Sales Agreement shall constitute unauthorized takes unless prior approval for additional volumes has been granted by Company. The sum of all such unauthorized takes in a billing month shall be billed at the rate of twenty-five dollars (\$25) per Mcf for gas so taken. Payment for such unauthorized takes shall be in addition to the charges specified in this rate schedule. Customer

DATE OF ISSUE January 14, 2022

DATE EFFECTIVE January 2, 2022

ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

1/2/2022

### INTERRUPTIBLE SERVICE (IS) RATE SCHEDULE

(Continued)

#### PAYMENT FOR UNAUTHORIZED TAKES (Continued)

shall be liable for any personal injury or damage to the property of Company or third parties which results from Customer's unauthorized takes, and shall indemnify and hold Company harmless with respect to such injuries or damages. Company reserves the right, for good cause shown, to waive the penalty payment of twenty-five dollars (\$25) per Mcf for unauthorized takes. Should Customer wish to take gas in excess of its authorized Maximum Daily Volume and avoid penalty payment, Customer shall request permission for a specified volume from Company at least twenty - four (24) hours in advance of the beginning of the day such volumes are needed. Company reserves the right to grant permission to Customer giving less than twenty - four (24) hour advance notice for a specified volume from Company.

#### **RE-ENTRY FEE**

Company will impose a Re-entry Fee, subject to Commission approval, for any IS Customer who has terminated tariff service and wishes to reestablish service within twelve months of termination. The Re-entry Fee will be equivalent to the charges Company incurred to make firm service available to Customer. Upon showing of good cause, Company may waive this fee.

#### **AVAILABILITY OF EXCESS GAS**

In the event Customer shall desire to purchase on any day gas in excess of Customer's specified Maximum Daily Volume, Customer shall inform Company and if Company is able to provide such excess gas required by Customer, Company shall make such excess gas available at the Base Rate Commodity Charge plus applicable gas cost.

If such excess gas cannot be made available to Customer from Company's own operations, Company may, on advance notice from Customer received twenty-four (24) hours prior to the beginning of the day the excess gas is needed, comply with such request to the extent that excess gas is temporarily available from Company's gas supplier(s). Such excess volume taken shall be paid for at Company's supplier's appropriate excess rate plus Company's Base Rate Commodity Charge.

When Customer has been notified to interrupt deliveries, Customer may request excess gas and to the extent gas can be obtained from Company's supplier, Customer shall pay the Company's supplier's appropriate excess rate plus Company's base rate commodity charge for all such volumes are company's would otherwise not be available.

OF KENTUCKY

#### **MEASUREMENT BASE**

Refer to the General Terms, Conditions, Rules and Regulations, Section 17.

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PURSUANT TO 807 KAR 5:011.

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#### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

Service furnished under this rate schedule is subject to Company's Rules and Regulations and applicable rate schedules.

DATE EFFECTIVE: November 1, 1994

Issued by: K. I. Shroyer

DATE OF ISSUE: November 10, 1994

Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

#### STANDBY SERVICE (SS) **RATE SCHEDULE**

#### APPLICABILITY

Entire service territory of Company. See Sheet No. 8 for a list of communities.

#### **AVAILABILITY OF SERVICE**

This rate schedule is available to any Customer throughout the territory served by Company provided:

- Customer is taking service under Rate Schedule DS (including GDS and IUDS) or MLDS, (1)
- (2)Customer has executed a Delivery Service Agreement or an Addendum to its Delivery Service Agreement providing for the purchase of a specified level of Standby Service volumes.
- (3)The Company's distribution facilities have sufficient capacity and the Company has adequate gas supply to provide the quantities of gas requested by the Customer, and
- Gas sold under this Rate Schedule shall not be resold or used off the Customer's (4) premises.

See Sheet Nos. 53 through 56 for Temporary Volumetric Limitations and Curtailment provisions.

#### **CHARACTER OF SERVICE**

The Standby Service volume of Customer will be contracted for by Company from its supplier(s) and no curtailment of this firm volume is planned, considering availability thereof from its supplier(s). However, in the event of emergencies, shortages of gas, or force majeure, company reserves the right to curtail the Standby Service volume of Customer without incurring any liability for any loss, cost, damage, injury or expenses that may be sustained by Customer by reason of any such curtailment. It is understood that the Company's primary obligation is to its domestic markets.

The Company retains the right to refuse the requested Standby Service volume if the Company determines, in its sole discretion, that it does not have adequate gas supplies or transportation capacity to provide the service over the life of the contract.

#### STANDBY SERVICE RATES

Demand Charge - The Standby Service volume is subject to the Standby Service Demand Charge as shown on Sheet No. 6.

Commodity Charge - All Standby Service volumes delivered to Customer under this rate schedule that are within the Customer's specified Standby Service volume under this rate schedule will be billed at the Commodity Cost of Gas, including all appropriate adjustments, as stated on Sheet No. 6 of this tariff.

Customer shall also pay the applicable delivery charge on all Standby Service velumes delivered as shown on Sheet No. 6.

COMMISSION

8/29/2007 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: September 10, 2007 DATE EFFECTIVE: August 29, 2007

esident Issued by: Herbert A. Miller, Jr.

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

**Executive Director** 

P.S.C. Ky. No. 5

# STANDBY SERVICE (SS) RATE SCHEDULE (Continued)

#### **LOCAL FRANCHISE FEE OR TAX**

The monthly bill to Customers served under this rate schedule is subject to the local Franchise Fee or Tax as set forth on Sheet No. 52.

#### LATE PAYMENT PENALTY

Refer to the General Terms, conditions, Rules and Regulations, Section 25.

#### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

Service furnished under this rate schedule is subject to Company's Rules and Regulations and to all applicable rate schedules.

DATE OF ISSUE: September 10, 2007

Issued by: Herbert A. Miller, Jr.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
8/29/2007
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

DATE EFFECTIVE: August 29, 2007

'resident Executive Director

Issued by authority of an Order of the Public Service Commission in Case Nb. 2007-00008 dated August 29, 2007

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	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
	NOV 0.1 1994
	PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY Phillip Family DIRECTOR PRATES & RESEARCH DIV.

Issued by:

Kathryn Shreyer

Vice President - Regulatory Services

### INTRASTATE UTILTY SALES SERVICE (IUS) RATE SCHEDULE

#### **APPLICABILITY**

Entire service territory of Company. See Sheet No. 8 for a list of communities.

#### **AVAILABILITY OF SERVICE**

Available for service to intrastate utilities purchasing gas for resale for consumption solely within the Commonwealth of Kentucky when:

- Company's existing facilities have sufficient capacity and gas supply to provide the quantities of gas requested by said Customer, and
- (2) Customer has executed a Sales Agreement with Company specifying, among other things, a Maximum Daily Volume.

#### **CHARACTER OF SERVICE**

Gas delivered by Company to Customer under this rate schedule shall be firm and shall not be subject to curtailment or interruption, except as provided in Section 32 of the General Terms, Conditions, Rules and Regulations.

#### **BASE RATE**

Customer Charge per billing period	\$945.24	
Delivery Charge per Mcf –		i
For all gas delivered each billing period	\$1.1959 per Mcf.	•

#### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge.

#### **GAS COST ADJUSTMENT**

Gas sold under this rate schedule and rates as prescribed herein are subject to a Gas Cost Adjustment as stated on currently effective Sheet Nos. 48 through 51, which are hereby incorporated into this rate schedule.

The charges set forth herein, exclusive of those pertaining to the Customer Charge, shall be subject to a Gas Cost Adjustment as shown on Sheet No. 5 of this tariff.

#### **ADJUSTMENTS AND RIDERS**

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

Rider for Natural Gas Research & Development – Sheet No. 51c Rider SMRP – Sheet No. 58

DATE OF ISSUE January 14, 2022

DATE EFFECTIVE January 2, 2022

ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.

**KENTUCKY** 

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PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

**EFFECTIVE** 

1/2/2022

# INTRASTATE UTILITY SERVICE (IUS) RATE SCHEDULE (Continued)

#### LATE PAYMENT PENALTY AND TERMINATION OF SERVICE

A Late Payment Penalty of five percent (5%) may be assessed, only once on any bill for rendered services, if a Customer fails to pay bill by the due date shown on Customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

If such failure to pay on the part of Customer continues for thirty (30) days after payment is due, Company may, after application to and authorization by the Commission, suspend further delivery of gas. This Late Payment Penalty may continue until authorization is received from the Commission to suspend deliveries. Company shall not be required to resume deliveries of gas until Customer has paid all amounts owed Company and has provided a cash deposit to secure payments of bills in an amount not to exceed two-twelfths (2/12) of Customer's estimated annual bill.

If prior to the due date of payment, Customer in good faith disputes the bill in part or total, and pays to Company such amounts as it concedes to be correct, and at any time thereafter within ten (10) days of a demand made by Company, furnishes a surety bond in an amount and with surety satisfaction to Company, guaranteeing payment to Company of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not be entitled to suspend further delivery of gas unless and until default be made in the conditions of such bond.

#### **TERM**

The period of time to be covered by the Sales Agreement shall be determined by agreement between Customer and Company, but shall not exceed twenty (20) years; provided, however, that where the Sales Agreement supersedes or cancels an existing contract, Company may require that the term of the Sales Agreement shall not be less than the unexpired portion of the term contained in the superseded or canceled contract. The initial term of the Sales Agreement executed by Customer under this rate schedule shall be for the period specified in the Sales Agreement, which shall continue in effect from year to year thereafter until canceled by either Customer or Company by giving written notice to the other no later than March 1 of any year that the agreement is to be terminated, effective November 1, of such year.

In the event any portion of Customer's gas requirements is provided by Company from local sources, the depletion of such local sources of supply shall relieve Company from the obligation to deliver hereunder such portion of Customer's gas requirements; provided, however, that Customer shall have the right to extend its facilities to Company's nearest available source of adequate gas supply, in which event PUBLIC SERVICE DOMNING AND to continue service to Customer under this rate schedule.

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DATE OF ISSUE: November 10, 1994

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DATE EFFECTIVE: November 1, 1994

Issued by:

O 807 KAR 5:011, Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Committee on Case No. 94-179, dated November 1, 1994.

DRECTOR RATES & RESEARCH DIV.

# INTRASTATE UTILITY SERVICE (IUS) RATE SCHEDULE (Continued)

#### **MEASUREMENT BASE**

Refer to the General Terms, Conditions, Rules and Regulations, Section 17.

#### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

Service furnished under this rate schedule is subject to Company's Rules and Regulations and to all applicable rate schedules.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: June 1, 1993

Issued by:

Clau P. Bawmen

DATE EFFECTIVE: September 1, 1993

Vice President - Regulatory Services

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	PURSUANT TO 807 KAR 5:011, SECTION 9 (1)
	BY: Phyllis Jannia.  DIRECTOR PRATES & RESEARCH DIV.
OF ISSUE: November 10, 1994	DATE EFFECTIVE: November 1, 1

DATE OF ISSUE: November 10, 1994

Kathryn Ishrayer

Vice President - Regulatory Services

Vice President

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	MAR ( ) AUS
	PURSUANT TO 807 KAS 5:011 SECTION 9 (1)
DATE OF ISSUE: January 30, 2003	DATE EFFECTIVE: March 1, 2003

Issued by authority of an Order of the Public Service Commission in Case No. 2002-00145 dated December 13, 2002

#### SMALL VOLUME GAS TRANSPORTATION SERVICE (SVGTS) **RATE SCHEDULE**

#### **APPLICABILITY**

Entire service territory of Columbia Gas of Kentucky through March 31, 2022. See Sheet No. 8 for a list of communities.

#### **AVAILABILITY**

Available to any customer that meets the following requirements:

- (1) Customer must be part of a Marketer's Aggregation Pool as the term is defined herein, and
  - (a) The Aggregation Pool consists of either: (1) a minimum of 100 customers; or (2) a customer or group of customers with a minimum annual throughput of 10,000 Mcf. The Aggregation Pool must be served by a single Marketer approved by Columbia; and the Marketer must have executed a Small Volume Aggregation Service agreement with Columbia; and,
  - (b) The Marketer must have acquired, or agreed to acquire, an adequate supply of natural gas of quality acceptable to Columbia, including allowances for (1) retention required by applicable upstream transporters; and (2) lost and unaccounted-for gas to be retained by Columbia. The Marketer must also have made, or have caused to be made, arrangements by which gas supply can be transported directly to specified receipt points on Columbia's distribution system; and,
- Customer has normal annual requirements of less than 25,000 Mcf at any delivery point, (2) and
- (3)Customer is currently a customer under the GS, IN6 or IUS Rate Schedule or in the case of a new customer would be considered a GS customer.

DATE OF ISSUE July 11, 2017

DATE EFFECTIVE April 1, 2017

**ISSUED BY** /s/ Herbert A. Miller, Jr.

TITLE President

Issued pursuant to an Order of the Public Service Commission in Case No. 2017-00115 dated June 19, 2017

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

John Lyons ACTING EXECUTIVE DIRECTOR

# SMALL VOLUME GAS TRANSPORTATION SERVICE (SVGTS) RATE SCHEDULE (Continued)

#### **CHARACTER OF SERVICE**

Service provided under this schedule shall be considered firm service.

#### **DELIVERY CHARGE**

The Delivery Charge shall be the Base Rate Charges for the applicable Rate Schedule as set forth below:

#### General Service Residential (SVGTS GSR)

Customer Charge per billing period	\$ 19.75	1
Delivery Charge	\$ 5.2528 per Mcf	I

#### General Service Other - Commercial or Industrial (SVGTS GSO)

Customer Charge per billing period	\$ 83.71
First 50 Mcf or less per billing period	\$ 3.2513 per Mcf
Next 350 Mcf per billing period	\$ 2.5096 per Mcf
Next 600 Mcf per billing period	\$ 2.3855 per Mcf
Over 1,000 Mcf per billing period	\$ 2.1700 per Mcf

#### Intrastate Utility Service

Customer Charge per billing period	\$ 945.24 <b>I</b>
Delivery Charge per Mcf	\$ 1.1959

#### **ADJUSTMENTS AND RIDERS**

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

Weather Normalization Adjustment - Sheet 51a

Energy Assistance Program Surcharge – Sheet No. 51b (Applies to Residential Customers only)

Rider for Natural Gas Research & Development - Sheet No. 51c

Energy Efficiency Conservation Rider – Sheets 51d – 51h (Applies to Residential and Commercial Customers only)

SMRP Rider – Sheet No. 58

DATE OF ISSUE January 14, 2022

DATE EFFECTIVE January 2, 2022

ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.

KENTUCKY

PUBLIC SERVICE COMMISSION

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Linda C. Bridwell Executive Director

EFFECTIVE

1/2/2022

P.S.C. Ky. No. 5

#### SMALL VOLUME GAS TRANSPORTATION SERVICE (SVGTS) RATE SCHEDULE (Continued)

#### **ACTUAL GAS COST ADJUSTMENT**

Volumes delivered to all customers under this rate schedule are subject to the sum of the Refund Adjustment, SAS Refund Adjustment, Actual Cost Adjustment, Balancing Adjustment and Gas Cost Incentive Adjustment set forth on Sheet 48. A customer who is or has been receiving service under this tariff shall be responsible for this adjustment only for those months of the prior twelve months during which they were served under a sales service tariff.

#### **LOCAL FRANCHISE FEE OR TAX**

To the extent applicable, the above rates and charges are subject to Local Franchise Fee or Tax as set forth on Sheet No. 52.

#### LATE PAYMENT PENALTY

Late payment penalties shall apply to service under this rate schedule as provided in the General Terms, Conditions, Rules and Regulations, Section 25.

#### **OTHER PROVISIONS**

Where a Customer has installed a gas light(s) for continuous street or outdoor lighting in lighting devices approved by Company and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be two thousand (2,000) cubic feet per month when the Btu/hour input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hour input or fraction thereof, the assumed consumption shall be increased by one thousand (1,000) cubic feet per month. Such assumed consumption shall be billed under the agreement Customer has with Marketer for metered consumption and shall be added to the Customer's metered usage and the total billed according to the rates contained herein.

#### **RIGHT OF REFUSAL**

Should Columbia be prohibited from assigning capacity, as specified in its Small Volume Aggregation Service Rate Schedule, for any reason whatsoever, including but not limited to directives from the Commission or any court having jurisdiction over said matters, Columbia shall have the right to refuse to accept new small volume transportation customers under this rate schedule.

#### GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

Service furnished under this Rate Schedule is subject to Columbia's General Terms, Conditions, Rules and Regulations applicable to all Rate Schedules.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

/1/2005

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE! ANTITO 2005KAR 5:011 SECTION 9 (1)

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President

March

**Executive Director** 

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case,

29, 2005

#### SMALL VOLUME AGGREGATION SERVICE (SVAS) RATE SCHEDULE

Т

#### **APPLICABILITY**

Entire service territory of Columbia Gas of Kentucky through March 31, 2022. See Sheet No. 8 for a list of communities.

**AVAILABILITY** 

Available to Marketers certified to deliver natural gas, on a firm basis, to the Company's city gates on behalf of customers receiving transportation service under Columbia's Small Volume Transportation Service Rate Schedule provided Marketer has an Aggregation Pool consisting of either: (a) a minimum of 100 customers; or (b) a customer or a group of customers with a minimum annual throughput of 10,000 Mcf. Service hereunder allows Marketers to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of customers participating in Columbia's small volume transportation service program.

#### MARKETER CERTIFICATION

Marketers will be certified by Columbia to offer supply of natural gas to customers choosing service under Rate Schedule SVGTS provided they meet the following requirements:

- 1. Satisfactory determination of adequate managerial, financial and technical abilities to provide the service Marketer intends to offer:
- 2. Satisfactory completion of a determination of credit worthiness by Columbia;
- 3. Execution of a contract with Columbia for Small Volume Aggregation Service;
- 4. Marketer agrees to accept assignment of upstream pipeline firm transportation services capacity (FTS) in an amount equal to the Marketer's Daily Delivery Requirement as defined herein;
- 5. Marketer agrees to abide by the Code of Conduct as set forth herein; Columbia agrees to abide by the Standards of Conduct as set forth herein;
- 6. Marketer agrees to flow gas in accordance with the Marketer's Daily Delivery Requirement provided by Columbia.

#### AGGREGATION POOL

Marketers will be required to establish at least one Aggregation Pool for aggregation purposes.

DATE OF ISSUE July 11, 2017

DATE EFFECTIVE April 1, 2017

**ISSUED BY** /s/ Herbert A. Miller, Jr.

TITLE President

Issued pursuant to an Order of the Public Service Commission in Case

No. 2017-00115 dated June 19, 2017

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

John Lyons

ACTING EXECUTIVE DIRECTOR

# SMALL VOLUME AGGREGATION SERVICE (SVAS) RATE SCHEDULE (Continued)

#### MARKETER CHARGE

Each Marketer shall pay Columbia \$0.05 per Mcf for all volumes delivered to the Marketer's Aggregation Pool during each billing month.

#### **BALANCING CHARGE**

Columbia will provide the Marketer with a Balancing Service on a daily and seasonal basis that balances the Marketer's Daily Demand Requirements and the consumption of the Marketer's Aggregation Pool. The Marketer shall pay Columbia a throughput-based Balancing Charge equal to the Purchased Gas Demand Cost less a credit for assigned capacity as set forth below.

The Purchased Gas Demand Cost is the Demand Rate Component of Columbia's most recent Gas Cost Adjustment Clause report. The credit is the projected annual cost of assigned FTS capacity less estimated annual storage commodity costs (storage injection, withdrawal, shrinkage, and commodity transportation cost) divided by the estimated, annualized usage of customers served under Rate Schedule SVGTS.

The charge set forth on Sheet No. 7a shall be calculated quarterly in accordance with Columbia's Gas Cost Adjustment Clause report.

#### DAILY DELIVERY REQUIREMENT

Columbia shall calculate the Daily Delivery Requirement for each Marketer's Aggregation Pool on or about the 20<sup>th</sup> of each month. The Daily Delivery Requirement shall be calculated by Columbia by determining the estimate of the normalized annual consumption of all Customers that will be in the Marketer's Aggregation Pool during the following month, and dividing that aggregate sum by 365. Columbia shall convert the quotient to a Dth basis using Columbia's annual average Btu Content, and shall adjust for Company Use and Unaccounted For. The resultant quantity shall be the Daily Delivery Requirement for each Marketer's Aggregation Pool.

Columbia may reduce the Daily Delivery Requirement in the months of October, November and April to meet operation needs. Marketers are required to deliver gas supplies to Columbia at the Primary Firm City Gate Delivery Points designated in the Marketer's assigned firm transportation capacity on a daily basis, in an amount equal to the Daily Delivery Requirement of the Marketer's Aggregation Pool, unless directed otherwise by Columbia. In order to support reliable service on Columbia's system, Columbia may require the marketer to deliver gas to a secondary delivery point.

If, on any day, a Marketer delivers gas supply that is either greater or less than its Daily Delivery Requirement the Marketer will be charged a fee equal to 30% of the price reported in Platts Gas Daily in the Daily Price Survey titled "Prices of Spot Gas Delivered to Pipelines", under the selumn heading "Midpoint" for "Columbia Gas, Appalachia," adjusted for Columbia Gas Transmission Corporation's FTS Retainage, and commodity charges for the day in Greeking Emultiplied Commodition of the costs incurred by Columbia that result from the Marketer's failure to deliver gas as required, including a proportionate share of any pipeline penalties and or less than its Daily Deliver and the price reported in Platts

Gas Daily in the Daily Price Survey titled "Prices of Spot Gas Delivered to Pipelines", under the selumn heading "Midpoint" for "Columbia Gas, Appalachia," adjusted for Columbia Gas Transmission Corporation's FTS Retainage, and commodity charges for the day in the price of th

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: September 10, 2007

ISSUED BY: Herbert A. Miller, Jr.

Executive Director

DATE EFFECTIVE Avenue 20 2007

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

P.S.C. Ky. No. 5

#### SMALL VOLUME AGGREGATION SERVICE (SVAS) **RATE SCHEDULE (Continued)**

#### **DAILY DELIVERY REQUIREMENT (con't)**

resulting from efforts to increase or decrease gas supply on the system incurred by Columbia. These fees and charges do not reflect the purchase or sale of gas and will not impact the volumes considered in the annual reconciliation.

In addition to the fees and charges set forth in this rate schedule, on any day during which Columbia has a limitation or interruption in effect for transportation or interruptible customers, failure by Marketer to deliver according to the Daily Delivery Requirement will result in an additional penalty charge to the Marketer equal to twenty-five dollars (\$25) multiplied by the difference in Dth between the Marketer's Daily Delivery Requirement and the Marketer's actual deliveries on that day.

#### ASSIGNMENT OF FIRM CAPACITY

Columbia will assign a pro-rate chare of its firm contracted capacity under Columbia Gas Transmission Corporation's Rate Schedule FTS, Columbia Gulf Transmission Corporation's Rate Schedule FTS-1, Tennessee Gas Pipeline Rate Schedule FT-A, and Central Kentucky Transmission Rate Schedule FTS (collectively "FTS"). The Marketer agrees to accept assignment of said FTS in an amount equal to the Marketer's Daily Delivery Requirement at Columbia's city gate.

Each month, when the Daily Delivery Requirement is determined for the following month, Columbia will assign to the Marketers its prorata share of Columbia's upstream FTS capacity for the marketer to use in the following month. Marketers that receive assigned FTS capacity by Columbia are subject to the terms and conditions of the tariffs of those pipeline companies on whose facilities capacity is assigned.

Columbia may recall any FTS capacity assigned to Marketer pursuant to this rate schedule in order to assure reliable service to customers in any instance where a Marketer fails to deliver the Daily Delivery Requirement of its Aggregation Pool.

Marketer shall provide the necessary assistance required to complete the mandatory firm capacity assignment transactions.

> PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

> > 4/1/2005 **PURSUANT TO 807 KAR 5:011**

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

DATE OF ISSUE: April 12, 2005

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00462 dated March

29, 2005

#### SMALL VOLUME AGGREGATION SERVICE (SVAS) RATE SCHEDULE (Continued)

#### **SCHEDULING DELIVERIES**

Marketers must schedule all daily deliveries using the Company's nomination web site.

#### ANNUAL IMBALANCE RECONCILIATION

Once each year Columbia will reconcile each Marketer's imbalance that has accumulated since the prior reconciliation by determining the difference between: (1) the Marketer's deliveries to Columbia during the reconciliation period, adjusted for Btu value and Company Use and Unaccounted For gas; and, (2) the actual consumption of the Marketer's Aggregation Pool, inclusive of all adjustments applicable to the reconciliation period.

If the reconciliation shows that the Marketer delivered more than what was consumed during the period, then Columbia will pay the Marketer for the excess deliveries. If the reconciliation shows that the Marketer delivered less than what was consumed during the period, then the Marketer will pay Columbia for the under deliveries. Columbia will perform the reconciliation, including associated payment or billing, in the month following the end of the reconciliation period.

The price to be paid for gas to resolve any such imbalance will be the average price during the reconciliation period reported in PLATTS *Inside FERC's Gas Market Report* in the monthly report titled "Prices of Spot Gas Delivered to Pipelines," under the column heading "Index" for "Columbia Gas Transmission Corp., Appalachia", adjusted for Columbia Gas Transmission Corporation's FTS Retainage and commodity charges.

The first reconciliation period shall be the eight-month period ending March 31, 2005. The second reconciliation period shall be the sixteen-month period ending July 31, 2006. Thereafter, the reconciliation period shall end on July 31 of each year, except that, should the effective date of this tariff not continue past March 31, 2017, the final reconciliation period will be an eight-month period ending on March 31, 2017.

DATE OF ISSUE January 6, 2017

DATE EFFECTIVE December 27, 2016

ISSUED BY /s/Herbert A. Miller, Jr.

TITLE President

Issued pursuant to an Order of the Public Service Commission in Case No. 2016-00162 dated December 22, 2016

KENTUCKY

PUBLIC SERVICE COMMISSION

Talina R. Mathews EXECUTIVE DIRECTOR

Jalina R. Matheus

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12/27/2016

Second Revised Sheet No. 36a Superseding First Revised Sheet No. 36a

COLUMBIA GAS OF KENTUCKY, INC.	CC	)Ll	UN	<b>IBI</b>	Α	<b>GA</b>	S	OF	KEN	1TI	UC	CK	Y.	INC.
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P.S.C. Ky. No. 5

#### **SMALL VOLUME AGGREGATION SERVICE** (SVAS) **RATE SCHEDULE (Continued)**

SHEETS 36 a THROUGH 36 f ARE CANCELLED AND WITHDRAWN

PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

4/1/2005

DATE OF ISSUE: April 12, 2005

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00462 dated March 29, 2005

DATE EFFECTIVE: April 1, 2005

#### **GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO** SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### CODE OF CONDUCT

Each Marketer participating in Columbia's Small Volume Gas Transportation Service program shall:

- 1. Communicate to customers, in clear understandable terms, the customers' rights and responsibilities. This communication shall include: (a) the Marketer's customer service address and telephone number; (b) a statement describing the Marketer's dispute resolution procedures; (c) a statement that the Marketer must provide the customer with thirty (30) days written notice prior to discontinuing service; and (d) notice that the program is subject to ongoing Commission jurisdiction.
- 2. Provide in writing to customers pricing and payment terms that are clear and understandable. This should include an explanation for the customer to allow them to compare the offer to Columbia's Gas Cost Adjustment rate exclusive of taxes and delivery charges.
- 3. Accept any Columbia customer eligible for Rate Schedule Small Volume Aggregation Service that seeks to enroll, and offer at least one billing rate available to all eligible customers if Marketer is accepting new/renewed customers.
- 4. Refrain from engaging in communications or practices with customers which are fraudulent, deceptive, or misleading:
- 5. Deliver gas to Columbia on a firm basis on behalf of the Marketer's participating customers.
- 6. Undergo a credit evaluation, at the Marketer's expense, to assure that the Marketer is sufficiently credit-worthy to protect against damages resulting from any failure to deliver gas.
- 7. Provide customers a "regulatory out" provision in all contracts which allows contracts to be terminated without penalty should the small volume gas transportation program be terminated prior to the end of the contract.
- Provide Columbia and customers at least thirty (30) days notice prior to the end of the 8. customer contract term of the Marketer's intent to discontinue service to the customer.
- 9. To the maximum extent possible attempt to resolve disputes between the Marketer and its customers.

DATE OF ISSUE: April 12, 2005

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case, 29, 2005

DATE EFFECTIVE JANFIITO 2005 KAR 5:011 SECTION 9 (1) President

OF KENTUCKY **EFFECTIVE** 4/1/2005

March

RVICE COMMISSION

**Executive Director** 

#### GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS **APPLICABLE TO** SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### **CODE OF CONDUCT - Continued**

10. No less than sixty (60) days and no more than ninety (90) days prior to the expiration of a contract that automatically renews for period of six (6) months or longer, the Marketer shall notify the customer of their right to renew, terminate or renegotiate the contract. Such notice shall include any proposed changes in the terms and conditions of the contract.

If a Marketer fails to deliver gas in accordance with the requirements of the program, Columbia shall have the power, in its sole discretion, to suspend temporarily or terminate such Marketer's participation in the program. If the Marketer is expelled from the program, customers in the Marketer's Aggregation Pool shall revert to Columbia sales service, unless and until said customers join another Marketer Aggregation Pool. Upon termination of a Marketer, Columbia shall notify Marketer's customers of the action and advise said customers that they have been returned to traditional sales service as of a date certain. The customers shall be informed of their opportunity to choose another Marketer and the options for enrollment.

In the event Columbia seeks to suspend or terminate a Marketer from the program, Columbia shall first notify the Marketer of the alleged violations which merit suspension or termination. Such notice shall be in writing and sent ten business days prior to the suspension or termination. Copies of the notice will also be provided to the Commission.

#### **CREDIT WORTHINESS**

Marketers will be evaluated to establish credit levels acceptable to Columbia. Marketers not meeting the necessary credit level will be required, at Columbia's option, to provide additional security in the form of an irrevocable letter of credit, cash deposit, and/or appropriate guaranty to be certified.

Marketers are required to provide the following information for evaluation:

- Most recent audited financial statements; 1.
- 2. Most recent annual report to shareholders, 10K or 10Q, if applicable:
- 3. IRS Form 990 (for Non-Profit Corporations), if applicable;
- 4. List of parent company and affiliates:
- 5. Names, addresses, and telephone numbers of three (3) trade references: and

6.

Names, addresses, and telephone numbers of panking institution contacts MMISSION OF KENTUCKY **EFFECTIVE** 

4/1/2005

DATE EFFECTIVE: April 1, 2005 DATE OF ISSUE: April 12, 2005

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29, 2005

#### GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS **APPLICABLE TO** SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### **CREDIT WORTHINESS** -Continued

The evaluation will be based on standard credit factors such as previous customer history. Dun & Bradstreet financial and credit ratings, trade references, bank information, unused line of credit, and financial information. Based on the number of standard credit factors met by the Marketer, Columbia will assign a dollar credit level range for each Marketer. Columbia shall have sole discretion to determine credit worthiness but will not deny credit worthiness without reasonable cause.

A fee of \$50 will be assessed for each evaluation. Columbia reserves the right to conduct further evaluations during the course of the program when information has been received by Columbia that indicates the credit worthiness of a Marketer may have deteriorated or that the Marketer's program is exceeding the credit level range previously approved by Columbia. Columbia will review each Marketer's program no less often than monthly, and will compare each Marketer's program against its previously assigned credit level range. Columbia will reevaluate each Marketer's overall credit worthiness on an annual basis. Marketers whose programs exceed the assigned credit level range will be required, at Columbia's option, to provide additional security in the form of an irrevocable letter of credit, cash deposit, and/or appropriate guaranty in order to continue to participate in the program beyond the last established credit level or to enroll additional customers. If additional security is provided by a Marketer, Columbia will assign a new credit level range for the Marketer.

#### **CUSTOMER ENROLLMENT PROCEDURES**

A customer may enroll by any one of the following means: written, telephone or internet,

#### Written Enrollment

Customers may enroll in the program by having the customer of record whose name is on the gas account execute a written consent form on a document supplied by the Marketer. A sample consent form is at the end of this section. At a minimum, the consent form is to indicate that the customer has a written agreement with the Marketer, desires to participate in this program, and authorizes the Marketer to obtain from Columbia Gas of Kentucky gas usage data on the customer's account. The format of the consent form may be designed by the Marketer, but must include the information shown on the sample.

The written agreement with the Marketer must state the terms and conditions covering the customer's gas supply purchase in legible print and must include the following information:

In clear understandable terms, the customer's rights and responsibilities. The Marketer's customer service address and telephone number; a statement describing the Marketer's dispute resolution procedures; a statement that the Marketer must provide the customer with 30 days written notice prior to discontinuing service. PUBLIC SERVICE COMMISSION

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P.S.C. Ky. No. 5

# GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### Written Enrollment -Continued

- 2. Written pricing and payment terms that are clear and understandable.
- 3. Notification of the customer's right to terminate or renegotiate their gas supply contract.
- 4. Notice that the Marketer will provide Columbia Gas of Kentucky and the customer at least 30 days notice prior to the end of the customer contract term, if one exists, of the Marketer's intent to discontinue service to the customer.
- 5. A local or toll-free telephone number for customers to obtain information on their account and a method to resolve disputes with the Marketer. The Marketer shall provide a copy of the method to resolve disputes to Columbia Gas of Kentucky and the Kentucky Public Service Commission and the name and phone number of a contact person from the Marketer whom Columbia or the Commission may contact concerning customer complaints.

#### **Telephone Enrollment**

In the alternative, Marketers may telephonically enroll customers under the following conditions:

- 1. While engaged in a telephone conversation with a potential customer, the Marketer must audio-tape in a date-stamped recording the complete conversation, including the following information;
  - (a) the telephone conversation between the customer and Marketer is being recorded:
  - (b) the customer either:
    - (1) has reviewed the terms and conditions of the Marketer's offer and that the written terms and conditions constitute the entire agreement between the Marketer and the customer; or,
      - (2) has reviewed orally with the Marketer the terms and conditions of the Marketer's offer, and agrees to enroll in the program subject to the Marketer mailing the customer an enrollment confirmation letter containing the terms and conditions of the offer within three business days, and that the written terms and conditions constitute the entire agreement between the Marketer and the customer;
  - (c) the customer wants to enroll with the Marketer;

(d) the customer's name;

(e) the customer's telephone number:

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#### **GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO** SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### **Telephone Enrollment - Continued**

- (f) the customer's mailing address;
- (g) the customer's Columbia Gas of Kentucky account number; and,
- (h) the appropriate enrollment cancellation period and a toll-free telephone number the customer may call to cancel enrollment:
  - (1) For customers enrolled pursuant to 1.(b) (1) the cancellation period is seven days from the date on which the customer in enrolled telephonically; or,
  - (2) For customers enrolled pursuant to 1.(b) (2) the Marketer must state that the Marketer will mail an enrollment confirmation letter containing the written terms and conditions to the customer and that the customer has seven days from receipt of the Marketer's confirmation letter to cancel enrollment.
  - (3) The customer must be advised that if the contract is cancelled by the customer. the Marketer will provide the customer with a cancellation number.
- 2. Following enrollment by telephone, the Marketer must mail to the customer at the address verified by the inquiry, a letter confirming the customer's enrollment. This letter must contain a copy of the identical terms and conditions of the Marketer's offer. The letter must also conspicuously inform the customer of the right to cancel enrollment by calling a prescribed toll-free number within seven business days of receiving said letter of confirmation, and must inform the customer that if the contract is canceled the Marketer will provide the customer with a cancellation number.

#### **Internet Enrollment**

As another alternative, Marketers may enroll customers via the Internet provided that the terms and conditions of agreement are publicly posted and accessible and include the information as set forth in Written Enrollment above. The terms of the electronic publicly posted Internet agreement also shall state conspicuously that the customer has seven business days from the date on which the customer is enrolled via the Internet to cancel the agreement and shall provide a toll-free telephone number and/or an Internet or e-mail means for the customer to cancel the agreement within this period of time. The agreement shall state that if the customer cancels the agreement, the Marketer will provide the customer a cancellation number. Internet enrollment will be permitted under the following conditions:

1. All Internet enrollment procedures shall be customer initiated: PUBLIC SERVICE COMMISSION OF KENTUCKY

> 4/1/2005 **PURSUANT TO 807 KAR 5:011**

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DATE OF ISSUE: April 12, 2005

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### GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO

#### SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### **Internet Enrollment - Continued**

- 2. The means of enrollment, renewal, renegotiation and cancellation information transfer between the customer and Marketer is an encrypted transaction using Secure Socket Layer or a similar encryption standard to ensure privacy of customer information;
- 3. Any electronic agreement containing a Marketer's terms and conditions shall be identified by a version number in order to ensure the ability to verify the particular agreement to which the customer assents;
- 4. The Marketer shall retain and make available to the customer throughout the duration of the agreement Internet access to terms and conditions of the agreement version number to which the customer assents;
- 5. Before a Marketer may enroll a customer, the Marketer's Internet enrollment process must:
  - (a) prompt the customer to print or save the terms and conditions to which the customer assents, and provide an option to have written terms and conditions sent by regular mail;
  - (b) require the customer to complete an Electronic Customer Consent Form in a format retrievable by the Marketer, containing a statement that comports with the Customer Consent Form as set forth herein. The Marketer must provide a mechanism by which both the submission and receipt of the electronic customer consent form are recorded by time and date;
  - (c) after the customer completes the Electronic Customer Consent Form, the Internet enrollment process shall disclose conspicuously that the customer has been enrolled;
- 6. The Marketer shall send an enrollment confirmation to the customer by e-mail at the specified e-mail address or by regular U. S. mail at the post office address specified by the customer. If the Marketer's e-mail attempt fails, the Marketer shall send an enrollment confirmation with the same information to the customer via regular U. S. mail at an address specified by the customer;
- 7. The Marketer shall provide customer a toll-free telephone number and/or Internet or e-mail means for the customer to cancel the agreement within seven business days from the date on which the customer is enrolled by the Internet. If the customer cancels the agreement, the Marketer shall provide customer with a cancellation number via the same medium through which the cancellation was made.

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**DATE OF ISSUE:** June 19, 2000 **Issued by:** Joseph W. Kelly

PURSUANT TO 807 KG R 5.011. Vice President and Chief Operating Officer

## GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO

SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### Internet Enrollment - continued

Marketers must provide a copy of each Customer Consent Form or audio tape of telephone enrollment recording to Columbia or the Kentucky Public Service Commission within seven business days of any such request. With Internet enrollments Marketers must provide either a copy of the Electronic Customer Consent form or on-line access to verify customer enrollment to Columbia or the Kentucky Public Service Commission within seven business days of any such request. Failure by a Marketer to provide timely such records shall be deemed to be a violation of the Code of Conduct and shall cause the customer to be returned to Columbia's sales service tariff and a \$50.00 fee shall be paid by the Marketer to the Company and a \$50.00 fee shall be paid by the Marketer to the customer.

Marketers shall retain Customer Consent Forms, telephone enrollment recordings, electronic consent forms and on-line access to verification of enrollment for twelve months following termination of the Marketer's service to the customer.

Marketers may add customers to their Aggregation Pool on a monthly basis. Marketers shall notify Columbia by the 15<sup>th</sup> day of the prior month the accounts for which they will be supplying the commodity in the next month. (i.e. by November 15 for deliveries beginning December 1). Marketers will provide a computer spreadsheet listing all of their accounts via electronic means suitable to Columbia Gas of Kentucky. The listing shall include customer account numbers. The Marketer will be responsible for verifying the eligibility of each customer. Any incomplete submittal will be returned to the Marketer for completion. Columbia will verify the listing with its database and then provide the Marketer a Daily Delivery Requirement for the customers in the aggregate as well as an exceptions report. In the event that a customer attempts to join more than one Aggregation Pool, with more than one Marketer, Columbia Gas of Kentucky will assign the customer to the Marketer whose computer listing which includes the customer has been date-stamped first. Once enrolled with a Marketer and verified by Columbia, the Marketer shall send the customer a letter confirming the customer's choice of Marketer shall send a letter confirming the customer's choice of a new Marketer.

#### **BILLING**

Columbia will bill according to the Marketer billing option by Aggregation Pool. Columbia will include a statement on the customer's bill indicating the customer's participation in the program and stating the Marketer with whom the customer is enrolled. The rate for billing shall be \$0.20 per account, per month. Such fee shall be deducted from the amount remitted each month to the Marketer for its revenues.

#### PAYMENT TO MARKETER

Columbia will issue a check to the Marketer by the last business day of the following calendar month for 98% of the Marketer's revenues from the previous billing month less the cost for billing and any other outstanding balances Marketer owes Columbia. The revenues will be based on actual deliveries to customers served under Rate Schedule SVGTS and the Marketer's current month billing rate. Customers' volumes will be considered actual volumes whether the meter sading is actual or calculated. Columbia will thereafter assume the risk of collecting payment for the gas commodity from small volume transportation customers.

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SECTION 9 (1)

8/29/2007

DATE OF ISSUE: September 10, 2007

ISSUED BY: Herbert A. Miller, Jr.

DATE EFFEC

Executive Dintector

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00000 dated August 20, 2007

# GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### **HEAT CONTENT ADJUSTMENT**

When Company receives Marketer's gas from an interstate pipeline on a dekatherm (one million Btu) basis, Company will make a heat content adjustment based on the Company's average Btu value in order to deliver to customer volumes of gas, in Mcf, equal in heat content to the gas delivered to Company for the customer.

#### MEASUREMENT AT POINT(S) OF RECEIPT WITH AN INTERSTATE PIPELINE

When Company receives Marketer's gas at point(s) of receipt with an interstate pipeline, all measurement shall be performed in accordance with the terms of Company's agreement with that interstate pipeline.

PUBLIC SERVICE COMMISSION

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P.S.C. Kv. No. 5

#### **GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO** SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### **QUALITY OF GAS DELIVERED TO COMPANY**

Gas delivered by or on behalf of Marketer to Company shall conform to interstate pipeline gas quality standards.

#### **WARRANTY OF TITLE**

Marketer warrants that it will have good and merchantable title to all natural gas delivered to Company for redelivery to customer(s), that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.

#### **CHARGES FOR THIRD PARTY SERVICE**

If furnishing service to customer pursuant to this tariff requires Company to use transportation service provided by another entity, any cost incurred by, or billed to Company with regard thereto, shall be charged to Marketer by Company and paid by Marketer. Such costs shall include, without limitation, transportation or delivery charges, retainage for Company use and unaccounted-for gas, and penalties incurred as a result of gas volume imbalances or other factors set forth in the applicable rate schedule or contract of such other entity

#### **FORCE MAJEURE**

Neither Company nor Marketer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts affecting the company or its suppliers of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe. the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance hereunder by either Company or Marketer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and will all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

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P.S.C. Ky. No. 5

## GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO

SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### **DISPUTE RESOLUTION**

Each Marketer shall cooperate with Columbia and the Kentucky Public Service Commission to answer inquires and resolve disputes for customers served under Columbia's Small Volume Gas Transportation Service Rate Schedule. As part of this ongoing cooperation the following is required:

- Marketer must provide a local or toll-free telephone number for customers to obtain information on their account and a method to resolve disputes with the Marketer. The Marketer shall provide a copy of the method to resolve disputes to Columbia and the Commission along with the name and phone number of a contact person from the Marketer whom the Commission and Columbia may contact concerning customer complaints and who has the authority to resolve complaints.
- 2. Marketer will, upon request by Columbia or the Commission, provide copies of all informational materials and standard contracts, including updates to these materials if substantially changed. Marketer will also provide copies of individual contracts as needed in order to resolve customer complaints.
- 3. Each Marketer shall cooperate with Columbia and the Commission to answer inquiries and resolve disputes. If a Marketer fails to negotiate or resolve customer disputes that arise from the customer's contract, complaints may be brought to the Commission through its normal complaint handling procedures.

#### STANDARDS OF CONDUCT

Columbia will adhere to the following Standards of Conduct for Marketing Affiliates and Internal Merchant Operations:

- 1. Columbia must apply any tariff provision relating to transportation services in the same manner to the same or similarly situated persons if there is discretion in the application of the provision.
- 2. Columbia must strictly enforce a tariff provision for which there is no discretion in the application of the provision.
- 3. Columbia may not, through a tariff provision or otherwise, give any Marketer or any Marketer's customers preference in matters, rates, information, or charges relating to transportation service including, but not limited to, scheduling, balancing, metering, storage, standby service or curtailment policy. For purposes of Columbia's program, any ancillary service provided by Columbia that is not tariffed will be priced uniformly for all Marketers and available to all equally.
- 4. Columbia must process all similar requests for transportation in the same approximate period of time.

  Columbia must process all similar requests for transportation in the same approximate period of time.

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DATE OF ISSUE: April 12, 2005

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SECTION 9 (1)

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Executive Director

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case

P.S.C. Ky. No. 5

## GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO

SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### STANDARDS OF CONDUCT - Continued

- 5. Columbia shall not disclose to anyone other than a Columbia Gas of Kentucky employee any information regarding an existing or proposed gas transportation arrangement, which Columbia receives from: (i) a customer or Marketer, (ii) a potential customer or Marketer, (iii) any agent of such customer or potential customer, or (iv) a Marketer or other entity seeking to supply gas to a customer or potential customer, unless such customer, agent, or Marketer authorizes disclosure of such information in writing.
- If a customer requests information about Marketers, Columbia should provide a list of all Marketers operating on its system, but shall not endorse any Marketer nor indicate a preference for any Marketer.
- 7. Before making customer lists available to any Marketer, Columbia will use electronic mail to provide notice to all Marketers of its intent to make such customer list available. The notice shall describe the date the customer list will be made available, which shall in no case be less than three working days after the date of the notice, and the method and terms under which the customer list will be made available to all Marketers.
- 8. To the maximum extent practicable, Columbia's operating employees and the operating employees of its marketing affiliate must function independently of each other. This includes complete separation of the regulated utility Company's procurement activities from the affiliated marketing company's procurement activities.
- Columbia shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a gas supplier, customer or other third party in which its marketing affiliate is involved.
- Columbia and its marketing affiliate shall keep separate books of accounts and records.
- 11. Neither Columbia nor its marketing affiliate personnel shall communicate to any customer, marketer or third party the idea that any advantage might accrue for such customer, marketer or third party in the use of Columbia's service as a result of that customer's marketer's or other third party's dealing with its marketing affiliate.

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ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case, 29, 2005

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**Executive Director** 

President

# GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

#### **STANDARDS OF CONDUCT - Continued**

- 12. Columbia shall establish a complaint procedure for issues concerning compliance with these Standards of Conduct. All complaints, whether written or verbal, shall be referred to the General Counsel of Columbia. The General Counsel, or his/her designee, shall orally acknowledge the complaint within five (5) working days of receipt. The General Counsel, or his/her designee, shall prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. The General Counsel, or his/her designee, shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received including a description of any course of action which was taken. The General Counsel, or his/her designee, shall keep a file with all such complaint statements for a period of not less than three years.
- 13. Columbia Gas of Kentucky's name or logo will not be used in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where Columbia Gas of Kentucky's name or logo appears, that its marketing affiliate is not the same company as Columbia Gas of Kentucky.

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29, 2005

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President

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**Executive Director** 

P.S.C. Ky. No. 5

## **GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS APPLICABLE TO** SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued) **CUSTOMER CONSENT FORM** I have signed a written agreement for the purchase of natural gas supply containing the terms and conditions of my service with my Marketer, . I understand and agree to those terms, and agree to participate in the program as a Small Volume Gas Transportation Service customer. My Marketer is entitled to obtain my historic and current gas usage data from Columbia Gas of Kentucky. I understand that Columbia Gas of Kentucky will deliver to me the gas I purchase from my Marketer. I will receive one bill from Columbia Gas of Kentucky that identifies my Marketer and includes both the delivery charge from Columbia and the gas purchase charge from my Marketer. Signature of Customer Date Print or Type Name Columbia Gas of Kentucky Account Number

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DATE EFFECTIVE: April 70 807 KAR 5:011 SECTION 9 (1)

President

### DELIVERY SERVICE (DS) TRANSPORTATION SERVICE RATE SCHEDULE

#### **APPLICABILITY**

Entire service territory of Company. See Sheet No. 8 for a list of communities.

#### **AVAILABILITY**

This rate schedule is available to any Customer throughout the territory served by Company provided:

- (1) Customer has executed a Delivery Service Agreement with Company, and
- (2) Customer has normal annual requirements of not less than 25,000 Mcf at any delivery point, and
- (3) Company will not be required to deliver on any day more than the lesser of (i) a quantity of gas equivalent to Customer's Maximum Daily Volume specified in its Delivery Service Agreement; (ii) the quantity of gas scheduled and confirmed to be delivered into the Company's distribution facilities on behalf of the Customer on that day plus applicable Standby Sales; or (iii) the Customer's Authorized Daily Volume, and
- (4) On an annual basis, a Customers Maximum Daily Volume and Annual Transportation Volume will be automatically adjusted to the Customers actual Maximum Daily Volume and actual Annual Transportation Volume based on the Customers highest daily and annual volumetric consumption experienced during the preceding 12-month periods ending with March billings. Upon a Customers request, the Company shall have the discretion to further adjust a Customers Maximum Daily Volume and Annual Transportation Volume for good cause shown.

Customers Grandfathered ("GDS") This rate schedule is also available to customers with normal annual requirements of less than 25,000 Mcf but not less than 6,000 Mcf, at any delivery point taking service under a contract with Company for delivery service executed prior to April 1, 1999.

Intrastate Utility ("IUDS") This rate schedule is also available to intrastate utilities for transportation and consumption solely within the Commonwealth of Kentucky.

#### **BASE RATE**

Customer Charge per billing period	\$3982.30	1
Customer Charge per billing period (GDS only)	\$83.71	I
Customer Charge per billing period (IUDS only)	\$945.24	I
Delivery Charge per Mcf -		
First 30,000 Mcf	\$0.7093 per Mcf for all gas delivered each billing month	ı
Next 70,000 Mcf	\$0.4378 per Mcf for all gas delivered each billing month	1
Over 100,000 Mcf	\$0.2423 per Mcf for all gas delivered each billing month	R
Grandfathered Delivery Service		
First 50 Mcf per billing period	\$3.2513	1
Next 350 Mcf per billing period	\$2.5096	ı
Next 600 Mcf per billing period	\$2.3855	1
All Over 1,000 Mcf per billing period	\$2.1700	i
Intrastate Utility Delivery Service		•
All volumes per billing period	\$1.1959	1
Banking and Balancing Service		
Rate per Mcf	See Sheet No. 6	

		KENTUCKY
DATE OF ISSUE	May 13, 2024	PUBLIC SERVICE CUIVIIVIISSIUN
DATE EFFECTIVE	January 2, 2022	Linda C. Bridwell Executive Director
ISSUED BY	/s/ Kimra H.Cole	L. D. Bilall
TITLE	President & Chief Operating Officer	Chole G. Ashdwell
Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.		EFFECTIVE
		1/2/2022
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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## DELIVERY SERVICE (DS) RATE SCHEDULE (Continued)

#### **ADJUSTMENTS AND RIDERS**

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

Weather Normalization Adjustment - Sheet No. 51a- Applicable to GDS Customers Only

Rider for Natural Gas Research & Development - Sheet No. 51c

Rider SMRP – Sheet No. 58

#### **LATE PAYMENT PENALTY**

Late payment penalties shall apply to service under this rate schedule as provided in the General Terms, Conditions, Rules and Regulations, Section 25.

#### **BANKING AND BALANCING SERVICE**

The rate for the Banking and Balancing Service is set forth on Sheet Nos. 6. This rate represents the current storage cost to the Company to provide a 'bank tolerance' to the Customer of five percent (5%) of the Customer's Annual Transportation Volume. The calculation of the Banking and Balancing Service rate is set forth in the Company's Gas Cost Adjustment.

The Banking and Balancing Service rate is subject to flexing as provided in the Flex Provision of this rate schedule. Refer to Sheet 91, Banking and Balancing Service, for the terms and conditions.

#### NOMINATION AND SCHEDULING OF TRANSPORTATION DELIVERIES

All transportation deliveries must be nominated and scheduled daily through the Company's internet based nomination system. Any customer that transports gas under this schedule may elect to have its marketer or agent make the required nominations, or the customer may elect to make daily nominations of Delivery Service gas.

#### **FLEX PROVISION**

When a Customer with normal volume requirements of 25,000 Mcf annually can demonstrate to Company that a lower rate is necessary to meet competition from that Customer's alternate energy supplier, Company may transport gas at a rate lower than the Base Rate and/or flex other terms and conditions associate with this rate schedule. Company may also, after receiving prior approval from the Commission, transport gas at a rate lower than the Base Rate where Customer has demonstrated that its only alternative would be a shutdown or relocation of facilities, or that the lower rate is necessary to expand facilities.

If any of these Flex Provisions apply to it, a Customer may at any time request that the transportation Base Rate be flexed. However, once the transportation Base Rate for a Customer is flexed, Customer must continue to pay the flex rate determined by Company each month and may not opt to revert to the Base Rate, except by the following procedure. Any Customer wishing to return to the Base Rate can do so by written notification to Company. Upon notification, Customer will revert to the Base Rate three months subsequent to the first day of the billing month which follows the date of the notification. Each such notification received by Company will cancel any previous such notification received by Company from the same Customer.

DATE OF ISSUE January 14, 2022

DATE EFFECTIVE January 2, 2022

ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

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1/2/2022

P.S.C. Ky. No. 5

# DELIVERY SERVICE (DS) RATE SCHEDULE (Continued)

#### **FLEX PROVISION - (Continued)**

Company may also transport gas under this provision to a Customer at a rate greater than the Base Rate if such rate remains competitive with the price of energy from that Customer's alternate energy suppliers. In no event shall the flex rate exceed 150% of the Base Rate.

#### STANDBY SERVICE

#### Rate Schedule GDS

Issued by: Herbert A. Miller, Jr.

Any Grandfathered Delivery Service Customer who elects to transport gas under this rate schedule must establish, subject to the approval of Company, a Daily Standby Service Volume contracted for under the Standby Service Rate Schedule for that portion of load that is not protected by an alternate energy source. This Daily Standby Service Volume is subject to a Demand Charge and Commodity Charge as shown on Sheet No. 6.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> 8/29/2007 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: September 10, 2007

President Executive Director

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

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### MAIN LINE DELIVERY SERVICE (MLDS) RATE SCHEDULE

#### APPLICABILITY

Entire service territory of Company. See Sheet No. 8 for a list of communities.

#### **AVAILABILITY**

This rate schedule is available to any Customer throughout the territory served by Company provided:

- (1) Customer has executed a Delivery Service Agreement with Company, and
- (2) Customer has normal annual requirements of not less than 25,000 Mcf at any delivery point, and
- (3) Customer is connected directly through a dual-purpose meter to facilities of an interstate pipeline supplier of Company, and
- (4) Company will not be required to deliver on any day more than the lesser of: (i) a quantity of gas equivalent to Customer's Maximum Daily Volume specified in its Delivery Service Agreement; (ii) the quantity of gas scheduled and confirmed to be delivered into the Company's distribution facilities on behalf of the Customer on that day plus applicable Standby Sales; or (iii) the Customer's Authorized Daily Volume, and
- (5) On an annual basis, a Customers Maximum Daily Volume and Annual Transportation Volume will be automatically adjusted to the Customers actual Maximum Daily Volume and actual Annual Transportation Volume based on the Customers highest daily and annual volumetric consumption experienced during the preceding 12-month periods ending with March billings. Upon a Customers request, the Company shall have the discretion to further adjust a Customers Maximum Daily Volume and Annual Transportation Volume for good cause shown.

#### RATE

The transportation rate shall be \$.0867 per Mcf for all gas delivered each month.

#### **CUSTOMER CHARGE**

The customer charge shall be \$260.11per account each billing period.

**BANKING AND BALANCING SERVICE** 

The rate for the Banking and Balancing Service is set forth on Sheet No. 6. This rate represents the current storage cost to the Company to provide a 'bank tolerance' to the Customer of five percent (5%) of the Customer's Annual Transportation Volume. The calculation of the Banking and Balancing Service rate is set forth in the Company's Gas Cost Adjustment.

The Banking and Balancing Service rate is subject to flexing as provided in the Flex Provision of this rate schedule. Refer to Sheet No. 91, Banking and Balancing Service, for the terms and conditions of the Balancing and Banking Service.

#### ADJUSTMENTS AND RIDERS

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

Rider for Natural Gas Research & Development - Sheet No. 51c

#### NOMINATION AND SCHEDULING OF TRANSPORTATION DELIVERIES

All transportation deliveries must be nominated and scheduled through the Company's internet based nomination system. Any customer that transports gas under this schedule may elect to have its marketer or agent make the required nominations, or the Customer may elect to connect to make daily nominations of Delivery Service gas.

DATE OF ISSUE: January 14, 2022

DATE EFFECTIVE: January 2, 2022

ISSUED BY: /s/ Kimra H. Cole

TITLE: President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

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1/2/2022

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#### COLUMBIA GAS OF KENTUCKY, INC.

### ALTERNATE FUEL DISPLACEMENT SERVICE (AFDS) RATE SCHEDULE

#### **APPLICABILITY**

Entire service territory of Company. See Sheet No. 8 for a list of communities.

#### **AVAILABILITY**

This rate schedule is available in the territory served by Company to any commercial, industrial or wholesale Customer having normal annual usage of not less than 6,000 Mcf, provided:

- (1) Customer is currently purchasing natural gas from Company under Company's GS, IS, or IUS Rate Schedules.
- (2) The capacity of Company's facilities and the available gas supply are sufficient to provide the quantities requested by Customer, and
- (3) Customer has submitted to Company an initial affidavit which provides the following information:
  - (a) Name and address at which service under this rate schedule will be received, and
  - (b) Customer has installed operable capability for long term use of an alternate energy source other than No. 6 fuel oil and has made available to Company the option of onsight inspection of the alternate fuel facilities, and
  - (c) Customer's verification that gas purchased under the rate schedule will be utilized to reduce or eliminate alternate energy requirements, that such purchase would not be made during any month of the term in the absence of this rate schedule, and that such gas will not replace non-alternate energy requirements which would otherwise be purchased under Company's applicable GS, IS, or IUS Rate Schedules, and
- (4) Customer submits to Company a monthly affidavit on or before the fifth day of the current billing month providing the following information to be used for purposes of billing:
  - (a) Prior billing month's usage of alternate fuel displacement service, unless separately metered, and
  - (b) Projected prices and estimated usage of Customer's alternate fuel for the current billing period.

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EFFECTIVE

DATE OF ISSUE: November 10, 1994

PURSUANT TO 807 KAR 5.0 PATE EFFECTIVE: November 1, 1994

SECTION 9 (1)

Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

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#### COLUMBIA GAS OF KENTUCKY, INC.

# ALTERNATE FUEL DISPLACEMENT SERVICE (AFDS) RATE SCHEDULE (Continued)

#### **CHARACTER OF SERVICE**

The Maximum Daily Volume available for delivery pursuant to this rate schedule shall not exceed Customer's installed non-peaking alternate fuel capability and shall be within:

- (1) The limits imposed by the curtailment and daily interruption provisions governing the otherwise applicable GS, IS, or IUS Rate Schedules, or
- (2) The limits imposed by Customer's effective Maximum Daily Volume entitlement under Company's otherwise applicable GS, IS, or IUS Rate Schedules.

#### **RATE**

A rate per Mcf shall be established by Company in excess of the monthly equivalent Commodity Charge (Average Cost of Gas less Demand Cost of Gas) as contained in Company's most recent Gas Cost Adjustment. The floor price shall be the Commodity Charge plus ten cents (10¢) plus allowances for taxes.

The ceiling price shall be at a rate no greater than 150% of the applicable Total Billing Rate under Customer's applicable rate schedule.

Prior to establishing the applicable rate for any month, Company will review pricing information contained in Customer's affidavit. Company will also inquire through existing independent sources about current local pricing of alternate fuel, and will use appropriate publications to assist it in determining the monthly rate.

Company will file the applicable rate and the current floor price with the Commission at least five (5) days before billing.

Pursuant to the preceding paragraphs, any Customer may, at any time, request that the rate be flexed. However, once the rate for a Customer is flexed, the Customer must continue to pay the flex rate determined by Company each month and may not opt to revert to any other available tariff rate except by the following procedure.

Any Customer wishing to revert to any other available tariff rate can do so by written notification to Company. Upon notification, Customer will revert to the appropriate tariff rate three months subsequent to the first day of the billing month which follows the date of the notification. Each such notification received by Company will cancel any previous such notification received by Company from the same Customer.

#### MINIMUM MONTHLY CHARGE

The Minimum Monthly Charge provisions of the applicable rate schedules remains in full force and effect. However, volumes delivered under the applicable rate schedules (C) Change

EFFECTIVE

DATE OF ISSUE: November 10, 1994

NGV 0.1 1994DATE EFFECTIVE: November 1, 1994

Issued by: Kathup Shappy Pursuant TO 807 KAR 5:011.

Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

DIRECTOR GRATES & RESEARCH DIV.

# ALTERNATE FUEL DISPLACEMENT SERVICE (AFDS) RATE SCHEDULE (Continued)

#### **LOCAL FRANCHISE FEE OR TAX**

The monthly bill to Customers served under this rate schedule is subject to Local Franchise Fee or Tax as set forth on Sheet No. 52.

#### **TERM**

The term of the agreement for service under this rate schedule shall be for a minimum of one year and shall be automatically renewed each year unless written notice to terminate is given by Customer or Company not less than sixty (60) days prior to the expiration date of the contract.

#### **GENERAL TERMS, CONDITIONS, RULES and REGULATIONS**

All General Terms, Conditions, Rules and Regulations applicable to GS, IS, or IUS Rate Schedules apply to this rate schedule and are hereby incorporated herein.

#### SPECIAL TERMS AND CONDITIONS

#### Separate Metering

Gas delivered hereunder, except that for oil burner pilot usage shall not be used interchangeably with gas supplied under any other schedule, and shall be separately metered; provided, however, if gas is delivered to Customer under more than one rate schedule at one location, and if separate metering of the Alternate Fuel Displacement Service portion of such deliveries is not practicable, monthly volumes to be billed under the GS, IS, or IUS Rate Schedule and AFDS Rate Schedule shall be determined from Customer's monthly affidavit, as required by Paragraph (4) of the Availability Section.

#### Stand-By Facilities

In all cases where continuous operation of Customer's facilities is necessary, Customer shall provide and maintain stand-by equipment, including fuel supply for operation thereof, in satisfactory operating condition and of sufficient capacity to permit full interruption of the interruptible gas supply.

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Meter Reading

Meter readings shall be made monthly.

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: Phyllis Fannia DIRECTOR GRATES & RESEARCH DIV

DATE OF ISSUE: November 10, 1994

DATE EFFECTIVE: November 1, 1994

Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

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#### **ALTERNATE FUEL DISPLACEMENT SERVICE (AFDS) RATE SCHEDULE** (Continued)

#### **Special Conditions**

Company reserves the right, at its sole discretion, to reduce the quantities of gas requested by Customer to the extent Company determines that the quantities of gas requested by customer are invalid or inaccurate.

#### **OTHER**

For purposes of administering provisions of the IS Rate Schedule relating to Penalty for Failure to Interrupt, Payments for Unauthorized Takes and Availability of Excess Gas, volumes delivered under this rate schedule will be combined with volumes delivered to Customer under the IS Rate Schedule.

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PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

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**PURSUANT TO 807 KAR 5:011.** SECTION 9 (1)

DIRECTOR PRATES & RESEARCH DIV

DATE OF ISSUE: November 10, 1994

**DATE EFFECTIVE:** November 1, 1994

Issued by:

Vice President - Regulatory Services

Kathum Shrayer Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

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### SPECIAL AGENCY SERVICE (SAS) RATE SCHEDULE

#### **APPLICABILITY**

Entire service territory of Company. See Sheet No. 8 for a list of communities.

#### **AVAILABILITY**

This service is available to any commercial or industrial Customer taking service under Rate Schedules GS, IS, or IUS, provided:

- (1) Customer has executed a contract with Company for Delivery Service, and
- (2) Customer has submitted an affidavit that demonstrates to Company's satisfaction that gas obtained hereunder will be used as a replacement for an installed operable energy system either an alternate fuel or an alternate source of supply.

#### **VOLUMES AND PRICE**

Each month this program is in effect, Company shall notify each participating Customer of the price, which may vary depending on Customer's cost of alternate energy, to be charged for volumes to be purchased by Company as agent for Customer during the following month, exclusive of transportation charges. On or before the twenty-fifth (25th) day of each month, Customer shall nominate the quantity of gas it will require during the following month at the price indicated by Company. Such nominations must be in writing and are not effective until received by Company. Company will then use its best efforts to purchase such quantities of gas as agent for Customer, and Customer must take and pay for all volumes so delivered. In addition to the price charged for such volumes, an Agency Fee will be charged on all such delivered volumes. Company will attempt to maximize the contributions of the Agency Fee to other Customers. When necessary, Company may vary this fee to effectively compete with any alternate energy source, provided that, on an annual basis:

- (1) the revenues collected from the Special Agency Service will cover the cost of the program and make a contribution to Company's fixed costs; and
- (2) revenues received from each agency Customer, including transportation charges, will be sufficient to recover Company's marginal cost, i.e., the cost of the most expensive agency gas.

The minimum Agency Fee will be five cents (05¢) per Mcf. The Agency Fee will be credited to Customers through Company's Gas Cospublic COMMISSIONAL also be liable for all state and local taxes levied as a result of transaction of tr

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DATE OF ISSUE: November 10, 1994

PURSUANT TO 807 KAR 5011.

Vice President - Regulatory Services

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#### SPECIAL AGENCY SERVICE (SAS) RATE SCHEDULE (Continued)

#### **VOLUMES AND PRICE** (Continued)

Company shall not be liable for losses or damages resulting from any failure by Company to purchase volumes nominated by Customer under this program.

#### **TERM**

Customers may participate in this program on a month-to-month basis.

#### TRANSPORTATION TERMS AND CONDITIONS

Transportation of all volumes purchased under this program is subject to the charges, terms and conditions set forth or incorporated in Rate Schedule DS - Delivery Service.

#### GENERAL TERMS, CONDITIONS, RULES and REGULATIONS

All General Terms, Conditions, Rules and Regulations applicable to GS, IS, or IUS Rate Schedules apply to this rate schedule and are hereby incorporated herein.

> PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

> > NOV 01 1994

**PURSUANT TO 807 KAR 5:011,** SECTION 9 (1)

DATE OF ISSUE: November 10, 1994

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DATE EFFECTIVE: November 1, 1994

Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

### GAS COST ADJUSTMENT CLAUSE APPLICABLE TO ALL RATE SCHEDULES

#### **Determination of Gas Cost Adjustment (GCA)**

Company shall file a quarterly report with the Commission which shall contain an updated Gas Cost Adjustment (GCA) Rate and shall be filed at least thirty (30) days prior to the beginning of each quarterly calendar period. The GCA shall become effective for billing with the final meter readings of the first billing cycle of each quarterly calendar period.

The gas cost adjustment is comprised of:

- (1) The Expected Gas Cost Component (EGC), on a dollar-per-Mcf basis, is made up of two components: (a) Expected Commodity Gas Cost which applies to Rate Schedules GS, IS, and IUS, and represents the average expected commodity cost of gas supplied, and (b) Expected Demand Gas Cost which applies to Rate Schedules GS,IUS and SVAS, and represents the average expected demand cost of gas supplied, excluding the Standby Service demand costs to be recovered from IS Customers and General Service Delivery Service Customers. The Commodity Gas Cost component of the EGC includes the remainder of any net cost and benefits of previously authorized hedging activities.
- (2) The supplier Refund Adjustment (RA), on a dollar-per-Mcf basis, which reflects refunds received during the reporting period plus interest at a rate equal to the average of the "three month commercial paper rate" for the immediately preceding twelve month period. In the event of any large or unusual refunds, Company may apply to the Commission for the right to depart from the refund procedure herein set forth.
- (3) The Actual Cost Adjustment (ACA), on a dollar-per-Mcf basis, which compensates for any previous over or undercollections of gas costs experienced by the company through the operation of this gas cost recovery procedure. The ACA shall be filed quarterly beginning with Company's application for its June 2016 billing cycle, with the ACA factor to be in effect for twelve months.
- (4) The Balancing Adjustment (BA), on a dollar-per-Mcf basis, which compensates for any under or overcollections which have occurred as a result of prior adjustments. The BA shall be filed quarterly beginning with Company's application for its June 2016 billing cycle, with the BA factor to be in effect for three months.
- (5) The Performance Based Rate Adjustment (PBRA), on a dollar-per–Mcf basis, which is calculated annually based on the prior twelve month period ending March 31, with the PBRA factor to be in effect for twelve months beginning June 1st each year.

NOTE: All adjustments will be assigned to the Expected Demand Gas Cost or Expected Commodity Gas Cost components.

DATE OF ISSUE March 31, 2016

DATE EFFECTIVE April 29, 2016

ISSUED BY /s/ Herbert A. Miller, Jr.

TITLE President

Issued pursuant to an Order of the Public Service Commission in Case No. 2016-00060 dated February 29, 2016

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PUBLIC SERVICE COMMISSION

Aaron D. Greenwell
ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH

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3/1/2016

#### GAS COST ADJUSTMENT CLAUSE APPLICABLE TO ALL RATE SCHEDULES (Continued)

(6) The Gas Cost Uncollectible Rate (GCUR) on a dollar-per-Mcf basis, which is calculated by multiplying the Expected Commodity Gas Cost times the uncollectible accrual rate used to establish rates in Columbia's most recent rate case.

#### **Billing**

The Gas Cost Adjustment (GCA) shall be the sum of the following components:

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The GCA will be added to (or subtracted from) the tariff rates prescribed by the Commission Order on Company's latest rate case and will be included in the tariff rates stated on each applicable rate sheet in this tariff.

#### **Definitions**

For the purpose of this tariff:

- (a) "Average expected cost" is the cost of gas supplies purchased during the latest available twelve month period, including associated transportation charges, storage charges and Take-or-Pay charges, which is determined by the application of suppliers' rates currently in effect, or reasonably expected to be in effect during the quarterly calendar period, less banking and balancing charges, and less the demand costs to be recovered from IS and General Service Delivery Service Customers, divided by the sales volumes for the latest available twelve month period. Where the calculations require the use of volumes used during a given period, and those volumes did not exist for a particular source for the entire period, or Company expects the volumes to change substantially, Company may make appropriate adjustments in its calculations. Any adjustments of this type shall be described in the Quarterly Gas Cost Adjustment report.
- (b) "Quarterly calendar period" means each of the four three month periods of (1) September through November, (2) December through February, (3) March through May, and (4) June through August.
- (c) "Reporting period" means the three month accounting period that ended approximately thirty (30) days prior to the filing date of the updated gas recovery rates, i.e. the three months ended June 30<sup>th</sup>, September 30<sup>th</sup>, December 31<sup>st</sup>, and March 31<sup>st</sup> each year.

DATE OF ISSUE

April 13, 2015

DATE EFFECTIVE

April 1, 2015

ISSUED BY

Hubert A. Willes, gr.

Issued pursuant to an Order of the Public Service Commission in Case No. 2014-00350 dated March 27, 2015

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

EFFECTIVE

4/1/2015

#### GAS COST ADJUSTMENT CLAUSE APPLICABLE TO ALL RATE SCHEDULES (Continued)

#### Performance Based Rate Adjustment ("PBRA")

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The Performance Based Rate Adjustment (PBRA) shall be calculated annually as follows:

PBRA = CPS / PSV

Where:

**PSV** = Projected Sales Volume in Mcf, as reflected in the Company's GCA filing for the upcoming twelve month period

**CPS** = Company Performance Share

 $CPS = TPBR \times ASP$ 

Where:

**TPBR** = Total Performance Based Results. The TPBR shall be savings or expenses created during the twelve month period and shall be calculated as follows:

TPBR = (GCI + TCI + OSSI)

**ASP** = Applicable Sharing Percentage

**GCI** 

**GCI** = Gas Cost Incentive will measure, on a monthly basis, the Company's Actual gas Costs (**AC**) during the twelve month period for system supply natural gas purchases, against a Benchmark Cost (**BC**) during the same period to determine a Performance Value (**PV**).

The monthly **PV** shall be calculated as follows:

PV = (BC-COLML - AC-COLML) + (BC-COLTCO - AC-COLTCO) + (BC-TGP500 - AC-TGP500)

Where:

**BC-COLML** is calculated by the following formula:

 $BC-COLML = [[I(1) + I(2) + I(3)]/3] \times MVCOLML$ 

Where:

- **I(1)** is the average of weekly *Natural Gas Week* posting for Columbia Gulf Mainline as Delivered to Pipeline.
- **I(2)** is the average of the daily high and low *Platt's Gas Daily* posting for Columbia Gulf Mainline averaged for the month.

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Hulut A. Millerg.

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PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

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#### GAS COST ADJUSTMENT CLAUSE APPLICABLE TO ALL RATE SCHEDULES (Continued)

**I(3)** is the Platt's *Inside FERC's Gas Market Report* first-of-the-month index posting (midpoint) for Columbia Gulf Mainline.

MVCOLML is the monthly volumes purchased on the Columbia Gulf Mainline.

**AC-COLML** is the total, actual monthly cost of volumes purchased by Columbia on the Columbia Gulf Mainline.

**BC–COLTCO** is calculated by the following formula:

#### $BC-COLTCO = [[I(1) + I(2) + I(3)]/3] \times MVCOLTCO$

#### Where:

- **I(1)** is the average of weekly Natural Gas Week posting for Columbia Appalachia as Delivered to Pipeline.
- **I(2)** is the average of the daily high and low Platt's Gas Daily posting for Columbia Appalachia averaged for the month.
- **I(3)** is the Platt's Inside FERC's Gas Market Report first-of-the-month index posting (midpoint) for Columbia Appalachia.

**MVCOLTCO** is the monthly volumes purchased on the Columbia Gas Transmission Pipeline.

**AC-COLTCO** is the total, actual monthly cost of volumes purchased by Columbia on the Columbia Gas Transmission Pipeline.

BC-TGP500 is calculated by the following formula:

#### $BC-TGP500 = [[I(1) + I(2) + I(3)]/3] \times MVTGP500$

#### Where:

- **I(1)** is the average of weekly Natural Gas Week posting for Tennessee Gas Pipeline 500 Leg as Delivered to Pipeline.
- **I(2)** is the average of the daily high and low Platt's Gas Daily posting for Tennessee Gas Pipeline averaged for the month.
- **I(3)** is the Platt's Inside FERC's Gas Market Report first-of-the-month index posting (midpoint) for Tennessee Gas 500 Leg.

MVTGP500 is the monthly volumes purchased on the Tennessee Gas Pipeline 500 Leg.

**AC-TGP500** is the total, actual monthly cost of volumes purchased by Columbia on the Tennessee Gas Pipeline 500 Leg.

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Hubert A. Miller, gr

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KENTUCKY

PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

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4/1/2015

#### GAS COST ADJUSTMENT CLAUSE APPLICABLE TO ALL RATE SCHEDULES (Continued)

When the Company's Actual Cost for gas purchased in the month is less than the Benchmark Cost, the result for the month is a positive performance. When the Company's gas purchase costs are greater than the Benchmark Cost, the result for the month is a negative performance. The resulting negative or positive Performance Value (PV) will be shared between the Company and its sales customers pursuant to the GCA calculation.

If the Company purchases gas at a point not reported in the applicable index publication. The Company will use the next closest index on the applicable pipeline upstream of the purchase point, and add to that index the 100% load factor cost of firm transportation on that pipeline between the index location and the purchase point.

Purchases made at Columbia's own city gate as well as any supply reservation fees are excluded from the GCI process and calculation.

If the index used to develop the Benchmark Cost ceases to exist or ceases to adequately report those prices required in the normal implementation of this GCI, the Company shall choose a suitable replacement index, assuming an acceptable index is available, and immediately report that change in writing to the Commission.

#### TCI

**TCI** = Transportation Cost Incentive. The Transportation Cost Incentive shall be calculated by comparing the annual Total Benchmark Transportation Costs (**TBTC**) of natural gas transportation services during the twelve month period to the annual Total Actual Transportation Costs (**TATC**) during the same period as follows:

TCI = (TBTC - TATC)

Where: TBTC = Annual sum of monthly BTC

BTC = Sum [ BM (TCO) + BM (TGP) + BM (CKT) + BM (CGT) + BM (PPL) ]

Where: BM (TCO) is the benchmark associated with Columbia Gas Transmission.

BM (TGP) is the benchmark associated with Tennessee Gas Pipeline Company.

BM (CKT) is the benchmark associated with Central Kentucky Transmission.

BM (CGT) is the benchmark associated with Columbia Gulf Transmission.

BM (PPL) is the benchmark associated with a proxy pipeline. This benchmark, which will be determined at the time of purchase, will be used to benchmark purchases of transportation capacity from nontraditional sources.

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April 1, 2015

ISSUED BY TITLE

Hutur A. Willy, Ch. President

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KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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### GAS COST ADJUSTMENT CLAUSE APPLICABLE TO ALL RATE SCHEDULES

#### Gas Cost Adjustment Clause - (Continued)

The benchmark associated with each pipeline shall be calculated as follows:

BM (TCO- SST contract 80160) = ((TPRD/\$5.939) x \$4.1850 x DQ)

BM (TCO all other contracts) = (TPDR x DQ) + (TPCR x AV) + S&DB

BM (TGP) =  $$4.5835 \times DQ$ 

BM (CKT) =  $(TPDR \times DQ) + (TPCR \times AV) + S&DB$ 

BM (CGT) = (TPDR x DQ) + (TPCR x AV) + S&DB

BM (PPL) =  $(TPDR \times DQ) + (TPCR \times AV) + S\&DB$ 

#### Where:

**TPDR** is the applicable Tariffed Pipeline Demand Rate.

**DQ** is the Demand Quantities contracted for by the Company from the applicable transportation provider.

TPCR is the applicable Tariffed Pipeline Commodity Rate.

**AV** is the Actual Volumes delivered at Company's city gate by the applicable transportation provider for the month.

**S&DB** represents Surcharges, Direct Bills and other applicable charges approved by the Federal Energy Regulatory Commission (FERC).

The Total Actual Transportation Costs (TATC) paid by Company for the period shall include both pipeline demand and volumetric costs associated with natural gas pipeline transportation services as well as all applicable FERC approved surcharges, direct bills included in S&DB, less actual capacity release credits. Such costs shall exclude labor related or other expenses typically classified as operating and maintenance expenses. Should one of the Company's pipeline transporters file a rate change effective during any period and bill such proposed rates subject to refund, the period over which the benchmark comparison is made for the relevant transportation costs will be extended for one or more 12 month periods, until the FERC has approved final settled rates, which will be used as the appropriate benchmark. Company will not share in any of the savings or expenses related to the affected pipeline until final settled rates are approved.

#### OSSI

**OSSI** = Off-system Sales Incentive. The OSSI shall be equal to the revenues net of costs from off-system sales (other than those revenues generated by operational sales).

Results of operation sales, administrative capacity releases and Rate Schedule SVAS capacity assignments will be credited 100% to gas cost.

DATE OF ISSUE October 5, 2020 DATE EFFECTIVE July 24, 2020

ISSUED BY /s/ Kimra H. Cole

TITLE President and Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2017-00453 dated July 24, 2020

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

7/24/2020

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#### GAS COST ADJUSTMENT CLAUSE APPLICABLE TO ALL RATE SCHEDULES (Continued)

#### **ASP**

**ASP =** Applicable Sharing Percentage. The ASP shall be determined based on the Percentage of Actual gas costs (**PAC**).

Where:

#### PAC = TPBR / AGC

Where:

**AGC** = Actual Gas Costs. AGC is the sum of the actual gas costs used in determination of the **GCI** and **TCI**.

If the absolute value of PAC is less than or equal to 4.5%, then the ASP of 30% shall be applied to the total savings or expenses of the TPBR. If the absolute value of the PAC is greater than 4.5%, then the ASP of 30% shall be applied to the amount of the sum of the TPBR that is equal to 4.5% of AGC to determine that portion of the total savings or expense, and the ASP of 50% shall be applied to the sum of the TPBR that is in excess of 4.5% of AGC to determine that portion of the total savings or expense.

#### **Delivery Service**

FERC approved direct billed pipeline supplier charges relating to the buyout of Take-or-Pay liabilities will be billed to Delivery Service Fixed Rate Volumes.

#### **Banking and Balancing Service**

This rate is based on the percentage of the portion of storage capacity allocated to Delivery Service Customers to Company's total annual storage capacity, applied to:

- (1) Columbia Transmission's FSS seasonal capacity charge, annualized,
- (2) Columbia Transmission's SST commodity charge, and
- (3) Columbia Transmission's FSS injection and withdrawal charges as calculated in the Gas Cost Adjustment.

#### **Interim Gas Cost Adjustments**

Should any significant change in supplier rates occur, Company may apply to the Commission for an Interim Gas Cost Adjustment Clause in addition to the regular quarterly Gas Cost Adjustment Clause filings.

DATE OF ISSUE

June 19, 2023

DATE EFFECTIVE

June 6, 2022

ISSUED BY

/s/ Kimra H. Cole

TITLE President and Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2020-00378 dated June 6, 2022

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

6/6/2023

## GAS COST ADJUSTMENT CLAUSE APPLICABLE TO GENERAL PROPANE SERVICE (GPS) RATE SCHEDULE

#### **PROPANE SERVICE - PROPANE COST ADJUSTMENT CLAUSE**

Company shall file with the Commission a report containing an updated Propane Cost Adjustment (PCA) Rate each time the propane supply is replenished. This report will be filed within 45 days of the propane delivery. Additionally, Company shall file an Actual Cost Adjustment (ACA) to be effective September 1st of each year.

The propane cost adjustment is comprised of:

(1) The Expected Propane Cost (EPC) component, on a dollar-per-Mcf basis, which represents the average expected cost of propane supplied.

The Expected Propane Cost is calculated by dividing the value of propane by the volume (gallons) of propane on hand. This price per gallon is multiplied by a conversion factor of 28.19 to arrive at a price per Mcf (propane). This amount is then divided by 2.48, the Btu conversion, propane to natural gas, which yields the price per Mcf (natural gas) which is the Expected Propane Cost.

- (2) The Propane Refund Adjustment (PRA), on a dollar-per-Mcf basis, which reflects supplier refunds received during the reporting period, plus interest at a rate equal to the average of the "three month commercial paper rate" for the immediately preceding twelve month period. In the event of any large or unusual refunds, Company may apply to the Commission for the right to depart from the refund procedure herein set forth.
- (3) The Actual Cost Adjustment (ACA), on a dollar-per-Mcf basis, compensates for any previous over or undercollections of propane costs experienced by Company through the operation of this cost recovery procedure and any balancing adjustments for any under or over collections which have occurred as a result of prior adjustments. The ACA shall be based on the twelve months ended June 30th each year, with the ACA factor to be in effect for twelve months beginning September 1st of each year.

#### **Billing**

The Propane Cost Adjustment (PCA) shall be the sum of the following components:

PCA = EPC + PRA + ACA

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 1 1993

PURSUANT TO 807 KAR 5:011.

DATE OF ISSUE: June 1, 1993

Issued by:

alan P. Bownen

BY: SEPTIME COLUMNSTON MANAGER

Vice President - Regulatory Services

P.S.C. Ky. No. 5

#### WEATHER NORMALIZATION ADJUSTMENT CLAUSE APPLICABLE TO GS. SVGTS. GDS AND GPS RATE SCHEDULES

#### **WEATHER NORMALIZATION ADJUSTMENT (WNA)**

The sales to Residential and Commercial Customers under Rate Schedules GS, SVGTS, GDS and GPS shall be increased or decreased monthly by an amount hereinafter described as the Weather Normalization Adjustment (WNA).

Determination of WNA

Weather normalized volumes shall be utilized during the December through April billing months to calculate the non-gas portion of the bills of all heating Customers served under Rate Schedules GS, SVGTS, GDS and GPS. During the remainder of the year May through November, the monthly bills shall be computed based on actual consumption.

Weather Normalization Adjustment will be calculated using the following formula:

WNA = [(Actual Mcf - Base Load Mcf) \* (Normal Degree Days / Actual Degree Days)]

Each customer's base load will be determined individually, and will be recomputed annually. Rates used in the computation of the WNA shall be determined based on the applicable base rate charge as set forth on Sheet No. 5 of this tariff.

PUBLIC SERVICE COMMIS

OF KENTUCKY **EFFECTIVE** 10/27/2009 **PURSUANT TO 807 KAR 5:011** 

SECTION 9 (1)

27, 2009

Issued by authority of an Order of the Public Service Commission in Case No

26, 2009

Issued by: Hernal AMClef

DATE OF ISSUE: November 6, 2009

DATE

Director President

### ENERGY ASSISTANCE PROGRAM RIDER APPLICABLE TO GSR RATE SCHEDULE

#### **Energy Assistance Program**

The Energy Assistance Program ("EAP") provides a bill credit to enrolled customers during the three heating season months of January through March. It is available to eligible residential customers in Company's service territory subject to enrollment by the Program Administrator. The surcharge is applicable to all residential customers under the General Service and Small Volume Gas Transportation Service Rate Schedules. The EAP surcharge will be a separate line item on customers' bills.

#### Rate:

The surcharge shall be \$0.30 Per Meter per Billing Period.

DATE OF ISSUE October2, 2020

DATE EFFECTIVE November 1, 2020

ISSUED BY /s/ Kimra H. Cole

TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2019-00366 dated May 4, 2020.

PUBLIC SERVICE COMMISSION

Lindsey Flora
Deputy Executive Director

EFFECTIVE

11/1/2020

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY** 

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#### RIDER FOR NATURAL GAS RESEARCH & DEVELOPMENT

#### <u>Applicable</u>

Applicable to Rate Schedules GS, IS, SS, IUS, SVGTS, MLDS, and DS except customers served under the Flex Provision.

#### Purpose

The purpose of this rider is to replace funding of natural gas research and development that previously was included in purchased gas cost pursuant to the authority of the Federal Energy Regulatory Commission. The rider will be calculated annually to produce \$300,000 annually to fund natural gas research and development.

#### **Unit Charge**

The Unit Charge shall be \$0.0124 per Mcf. This amount will be recalculated annually and will include a true-up **R** for the prior year.

#### Remittance of Funds

Funds collected up to the amount of \$300,000 per annum under this rider will be remitted to the Gas Technology Institute on an annual basis. The amounts so remitted shall be reported to the Commission along with a statement setting forth the manner in which the remitted funds have been invested in research and development.

#### Termination of Rider

Participation in the Natural Gas Research and Development funding program is voluntary on the part of the Company. This rider may be terminated at any time by the Company on filing a notice of rescission with the Commission.

DATE OF ISSUE January 30, 2024

DATE EFFECTIVE February 29, 2024

ISSUED BY Kimra H. Cole

TITLE President & Chief Operating Officer

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

**EFFECTIVE** 

2/29/2024

#### **ENERGY EFFICIENCY AND CONSERVATION RIDER ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY**

#### **APPLICABILITY**

Applicable to residential and commercial customers under the GS and SVGTS rate schedules.

#### **PURPOSE**

The Energy Efficiency/Conservation Program is a demand-side management (DSM) program established to promote conservation and the efficient use of natural gas by Company's residential and commercial customers.

The Energy Efficiency/Conversation Program Recovery Component (EECPRC) shall be updated annually and applied to applicable customer's bills becoming effective with meter readings beginning with Company's February Unit 1 bills.

#### **DETERMINATION OF EECPRC**

The Company shall file an annual report with the Commission which shall contain updated EECPRC rates at least thirty (30) days prior to the effective date of the new rates. The annual amount computed under the Energy Efficiency/Conservation Program Cost Recovery Component shall be collected based on the EECPRC amount divided by the expected number of customers for the upcoming program year. The EECPRC is calculated using the following formula:

EECPRC = EECPCR + EECPLS + EECPI + EECPBA

Whereby:

#### **EECPCR = ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY**

The EECPCR shall include all expected costs of DSM measures which have been approved by the Commission for each twelve month period for Energy Efficiency/Conservation programs of the Company "approved programs". Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating EECP programs. In addition, all costs incurred including, but not limited to, costs for consultants, employees and administrative expenses, will be recovered through the EECPCR.

#### **EECPLS = EECP REVENUE FROM LOST SALES**

Revenues from lost sales due to EECP programs implemented on and after the effective date of this tariff will be recovered as follows:

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DATE OF ISSUE: November 6, 2009

#### **ENERGY EFFICIENCY AND CONSERVATION RIDER** ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY (Continued)

#### EECPLS = EECP REVENUE FROM LOST SALES (continued)

The estimated reduction in customer usage (in Mcf) as a result of the approved programs shall be multiplied by the delivery charge per Mcf for purposes of determining the lost revenue to be recovered hereunder.

The aggregate lost revenues attributable to the program participant shall be divided by the estimated number of customers for the upcoming twelve-month period to determine the applicable EECPLS surcharge.

Revenues collected hereunder are based on engineering estimates of energy savings, actual program participation and estimated number of customers for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates, actual program participation and numbers of customers are accounted for shall be reconciled in future billings under the EECP Balance Adjustment (EECPBA) component.

#### **EECPI = EECP INCENTIVE**

For all Energy Efficiency/Conservation Programs, the EECP incentive amount shall be computed by multiplying the net resource savings estimated from the approved programs times fifteen (15) percent. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided commodity costs over the expected life of the program.

The EECP incentive amount shall be divided by the expected number of customers for the upcoming twelve-month period to determine the EECPI. EECP incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

#### **EECPBA = EECP BALANCE ADJUSTMENT**

The EECPBA shall be calculated on a twelve-month basis and is used to reconcile the difference between the amount of revenues actually billed through the EECPCR, EECPLS. EECPI and previous application of the EECPBA and the revenues which should have been

The program has an October year-end with rates to be effective with meter readings beginning on and after Company's February Unit 1 billing cycle.

> PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 10/27/2009

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DATE EFFECTIVE FOOD (10) 2009

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DATE OF ISSUE: November 6, 2009

# ENERGY EFFICIENCY AND CONSERVATION RIDER ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY (Continued)

#### EECPBA = EECP BALANCE ADJUSTMENT (continued)

The EECPBA is the sum of the following components:

- The difference between the amount billed in a twelve-month period from the application of the EECPCR component and the actual cost of the approved programs during the same twelve-month period.
- The difference between the amount billed during the twelve-month period from the application of the EECPLS component and the amount of lost revenue determined for the actual DSM measures implemented during the twelvemonth period.
- The difference between the amount billed during the twelve-month period from the application of the EECPI component and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.
- Interest to be calculated at a rate equal to the average of the "3-month Commercial Paper Rate" for the immediately preceding 12-month period.

The balance adjustment amounts, plus interest, shall be divided by the expected number of customers for the upcoming twelve-month period to determine the EECPBA for each rate class.

#### MODIFICATIONS TO EECPRC

The filing of modifications to the EECPRC which require changes in the EECPCR component shall be made at least two months prior to the beginning of the effective period for billing. Modifications to other components of the EECPRC shall be made at least thirty days prior to the effective period for billing. Each filing shall include the following information as applicable:

(1) A detailed description of each EECP program, the total cost of each program over the previous twelve-month period and budgeted costs for the next program year, an analysis of expected resource savings, information concerning the specific EECP measures to be installed, and any applicable studies which have been performed, as available.

(2) A statement setting forth the detailed calculation of the EECPCR, EECPLS, EECPI, EECPBA and EECPRC.

PUBLIC SERVICE COMMISSION OF KENTUCKY

EFFECTIVE

10/27/2009 PURSUANT TO 807 KAR 5:011

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26, 2009

Issued by: Hewith MCLY

DATE OF ISSUE: November 6, 2009

#### **ENERGY EFFICIENCY AND CONSERVATION RIDER ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY** (Continued)

#### **MODIFICATIONS TO EECPRC** (continued)

Each change in the EECPRC shall be placed into effect with meter readings on and after the effective date of such change.

#### Adjustment Factors: Per Meter per Billing Period

#### Residential:

EECPCR	\$0.21	
EECPLS	\$0.00	
EECPI	\$0.00	
EECPBA	\$(0.13)	
	_ <del></del>	

Total EECPRC for Residential Customers \$0.08

#### Commercial:

EECPCR	\$0.00
EECPLS	\$0.00
EECPI	\$0.00
EECPBA	<b>\$0.00</b>
Total EECPRC for Commercial Customers	\$0.00

DATE OF ISSUE December 28, 2023 DATE EFFECTIVE January 31, 2024 ISSUED BY /s/ Kimra Cole TITLE President

**KENTUCKY** PUBLIC SERVICE COMMISSION

> Linda C. Bridwell **Executive Director**

> > **EFFECTIVE** 1/31/2024

### **ENERGY EFFICIENCY/CONSERVATION PROGRAM**

Approved DSM Measures

### **RESIDENTIAL**

1. Low-Income Furnace Replacement - in partnership with the Community Action Council, replaces old, non-working or inefficient furnace equipment with highericiency models for income-eligible customers.

DATE OF ISSUE: November 28, 2018

DATE EFFECTIVE: October 29, 2018

ISSUED BY: /s/ Herbert A. Miller, Jr.

TITLE: President

Issued pursuant to an Order of the Public Service Commission In Case No. 2018-00044 dated October 25, 2018

**KENTUCKY**PUBLIC SERVICE COMMISSION

Gwen R. Pinson Executive Director

EFFECTIVE

Steven R. Punsor

10/29/2018

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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## LOCAL FRANCHISE FEE OR TAX APPLICABLE TO ALL RATE SCHEDULES

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise or other similar fee or tax now or hereafter agreed to or imposed upon the T Company by state and local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues of the Company. Such T amount shall be added exclusively to bills of Customers receiving service within the territorial limits of the authority imposing the fee or tax. Where more than one such fee or tax is imposed, each of the charges or taxes T applicable to each Customer shall be added to the Customer's bill as separately identified items.

In the event all or any part of such tax liability is not finally determined, or if reimbursement from Customers has been deficient, then the amount of such reimbursement required in respect of such tax liability not finally determined or deficient shall, when possible, be set forth for all months in any calendar year(s) in a statement to be rendered by Company to Customer by April 1, of the year following the year of final determination and Customer shall pay the amount due pursuant to such statement on or before May 1, of such following year.

Exemption:

Those volumes delivered under the Delivery Service (DS) Rate Schedule, Main Line Delivery Service (MLDS) and Special Agency Service (SAS) are exempt from the above-mentioned taxes in the Cities of Irvine, Ravenna, Winchester, and Greenup.

DATE OF ISSUE

September 13, 2013

DATE EFFECTIVE

October 13, 2013

**ISSUED BY** 

Herbert A. Miller, gr.

TITLE

President

KENTUCKY

PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

FEECTIVE

10/13/2013

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# TEMPORARY VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS RELATING TO ALL RATE SCHEDULES

### **VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS**

### 1. Definitions

### A. Maximum Monthly Volume

A statement showing Maximum Monthly Volume applicable to commercial and industrial Customers will be furnished each Customer. Commercial and industrial Customers hereunder are those having a monthly consumption of 1,000 Mcf or more in any one month, excluding commercial service for buildings where people reside on either a permanent or temporary basis. The Maximum Monthly Volume represents the maximum volume of gas that Company is obligated to deliver to Customer in any one month.

### B. Authorized Monthly Volume

When Customer's Maximum Monthly Volume is reduced as a result of the provisions of Section 2 herein, the reduced volume shall thereafter constitute Customer's Authorized Monthly Volume and shall continue as Customer's Authorized Monthly Volume until changed by notice from Company.

### C. Maximum Seasonal Volume

Shall mean: (i) for the winter season, the total Authorized Monthly Volume for the billing months of November through March, and (ii) for the summer season, the total Authorized Monthly Volume for the billing months of April through October. Customer shall be billed and shall pay for all volumes taken hereunder in excess of Customer's Authorized Monthly Volume at the applicable rate therefore, together with any applicable charges, pursuant to Section 3 herein.

### D. Human Needs

Shall mean Residential Customers and all Customers whose facilities are used for residential dwellings on either a permanent or temporary basis (such as, but not limited to, apartment buildings, correctional institutions, hospitals, nursing homes, hotels and motels). Those whose requirements can be met by installed alternate fuel facilities will be required to utilize such facilities prior to curtailing other loads in Priority 1, as that term is defined in Section 2, herein.

### E. Alternate Fuel Capability

Shall mean a situation in which an alternate fuel could have been utilized, whether or not the facilities for such use have actually been installed.

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NOV 0.1 1994

DATE OF ISSUE: November 10, 1994

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SECTION 9 (1) Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Communication (CHSWNO. 94-179, dated November 1, 1994.

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# TEMPORARY VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS RELATING TO ALL RATE SCHEDULES (Continued)

### VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS (Continued)

### 2. Curtailment Provisions

### A. Gas Supply Deficiency Curtailment

If, from time to time and in Company's sole judgment, Company's gas supply is not adequate to deliver its market requirements, including the Maximum Monthly Volumes of each Customer, Company shall order curtailment of deliveries to Customers by giving notice to each Customer of the percentage curtailment ordered for each priority applicable to Customer as described herein. Such notice will be given as much in advance as possible.

Provided, however, the provisions herein for curtailment shall in no way limit or restrict Company from curtailing and interrupting daily deliveries as provided for in other provisions of this tariff.

### **Priorities of Curtailment**

Company may curtail or discontinue service, in whole or in part, monthly or seasonal volumes in accordance with the following priorities commencing with the highest numbered Priority and proceeding in ascending order, without incurring thereby any liability for any subsequent loss or damage which the Customer may sustain by reason of such curtailment or discontinuance, in order to conserve the supply of gas for existing domestic uses and uses deemed to be necessary to the protection of public health and safety and to avoid undue hardship:

### PRIORITIES OF SERVICE

Priority 1: Residential loads and "Human Needs" as herein defined.

Priority 2: Remaining commercial loads not previously curtailed in Priority 4.

Priority 3: Remaining industrial loads not curtailed in Priorities 4, 5 and 6.

<u>Priority 4:</u> After 100% curtailment of all loads in Priorities 5 and 6, all commercial and industrial loads of 1,000 Mcf and larger in any month will be curtailed on a pro rata basis, except that curtailment of commercial loads will not exceed 40% during the winter period November through March and 15% during the remaining months.

<u>Priority 5:</u> After 100% curtailment of all loads in Priority 6 and prior to curtailment of loads in Priority 4, all industrial loads of 1,000 Mcf and larger in any month having alternate fuel capability will be curtailed on a pro rata basis except where the Commission has granted an extension of time.

Priority 6: All industrial boiler fuel loads of 1,000 or more in any month is SPRINCE GONNIES IN up to 100% prior to curtailment of loads in Priority 5.

OF KENTUCKY

DATE OF ISSUE: June 1, 1993

DATE EFFECTIVE: September 1, 1993

ssued by: Wan ! Bawmen

SEP 1 1993 Vice President - Regulatory Services

> PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

### **TEMPORARY VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS RELATING TO** ALL RATE SCHEDULES (Continued)

### VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS (Continued)

### **Curtailment Provisions (Continued)**

### B. <u>Curtailment Resulting from Operating Conditions</u>

If, due to necessity to make modifications, tests, replacements, or repairs (excluding repairs arising from the occurrence of a force majeure) to Company's facilities, as determined in Company's sole judgment or to the facilities of Company's supplier of gas, the gas available for delivery by Company is insufficient to meet all of Company's authorized sales on any day, then Company, upon providing as much notice as possible under all of the circumstances, shall order curtailment by Customers to the extent required.

### Penalty Provision for Takes in Excess of Authorized Monthly Volumes

A. Penalty for Excess Takes at the End of the Five-Month Period Ending with the March Billing <u>Month</u>

If, at the end of the five-month period ending with the March billing month, Customer has exceeded the sum of its Authorized Monthly Volumes for such period, then Customer shall pay a penalty computed at the rate of ten dollars (\$10.00) per Mcf for all volumes taken in excess of one hundred three percent (103%) of the sum of Customer's Authorized Monthly Volumes. Provided, however, to the extent that a Customer exceeds the sum of its Authorized Monthly Volumes for such period, the penalty shall not apply to the excess volumes authorized pursuant to the provision of Section 5 herein.

Penalty for Excess Takes at the End of the Seven-Month Period Ending with the October Billing Month

If, at the end of the seven-month period ending with each October billing month, Customer has exceeded the sum of its Authorized Monthly Volumes for such period, then Customer shall pay a penalty computed at the rate of \$10.00 per Mcf for all volumes taken in excess of one hundred and two percent (102%) of the sum of Customer's Authorized Monthly Volumes. Provided, however, to the extent that a Customer exceeds the sum of its Authorized Monthly Volumes for such period, the penalty shall not apply to the excess volumes authorized pursuant to the provision of Section 5 herein.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> 1 1993 SEP

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Issued by: Wan & Bowner

DATE EFFECTIVE: September 4 PUBLIC SERVICE COMMISSION MANAGER

Vice President - Regulatory Services

### **TEMPORARY VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS RELATING TO** ALL RATE SCHEDULES (Continued)

### **VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS** (Continued)

### **Disposition of Penalties**

As of December 31 of each year, Company shall total all penalties then collected from all Customers resulting from the provisions of Section 3 hereof applicable to the contract period of the same year. As of December 31 of each year, Company shall also total the penalties paid to its supplier(s) for volumes taken in excess of the volumes authorized by supplier(s) for the contract period of the same year. Company shall return to all Customers penalties collected in excess of those penalties paid to Company's supplier(s). The total amount of such penalties to be returned shall be divided by the total volume of sales to all Customers during the contract period. The result of such computation shall represent the factor to be multiplied by each Customer's total purchase volumes during such contract period to determine the amount to be returned to each Customer as a credit on the invoice to Customer for the January billing month. All references to "contract period" in this Section shall mean a twelve-month period ended October 31.

### **Availability of Excess Gas** 5.

If, in Company's sole judgment, sufficient gas supply is available to permit deliveries in addition to the Maximum Monthly Volumes in any month, Company will provide all Customers with as much advance notice as possible of the amount of such additional gas anticipated to be available. Such gas shall be apportioned and offered by Company to all Customers on the basis of the total of Maximum Monthly Volumes for all Customers for that month. Notwithstanding the provision of this Section 5, Company shall not be obligated to deliver to Customer in any month a quantity of gas in excess of the Maximum Monthly Volumes.

### Minimum Monthly Bill and Other Charges, Assessments and Penalties 6.

The provisions of Sections 1 through 5 above shall not serve to reduce any charges, assessments or penalties otherwise payable or applicable under provisions of any rate schedule. Provided, however, that if Customer is assessed penalties as the result of takes in excess of Customer's reduced Maximum Monthly Volumes as provided for in Section 3 herein, to the extent such reduced Maximum Monthly Volumes result in the imposition of a minimum bill, such minimum bill shall be decreased by that portion of the volume of curtailment under Section 2 herein for which Customer was penalized, which is below the level of volumes necessary to meet minimum bill requirements times the applicable rate of such rate schedule.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > SEP 1 1993

DATE OF ISSUE: June 1, 1993

Saw P. Bawmen

DATE EFFECTIVE: \$56666000 (1) 1993

### **TEMPORARY VOLUMETRIC LIMITATIONS AND** CURTAILMENT PROVISIONS RELATING TO ALL RATE SCHEDULES (Continued)

### **VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS** (Continued)

### Suspension of Deliveries During Gas Supply Emergencies

Company may request that transportation Customers allow the use of their Customer-owned gas to supply higher priority end-usages. Should transportation Customers refuse to allow the use of their gas during emergencies and the ability of Company to serve essential human needs is threatened, Company may delay delivery of Customer-owned gas and utilize the gas to serve essential human needs when significant relief would be provided by the use of such gas, until such time as the supply threat to essential human needs has been resolved. Company shall notify the Commission that it has delayed transportation gas deliveries under this provision without Customer's agreement.

Transportation Customers shall be compensated for the use of transportation gas voluntarily supplied or otherwise used in an emergency to assist Company. The level of compensation shall be determined through negotiation with the transportation Customer, Such compensation shall be limited to (i) the reasonable costs associated with alternate fuels, or (ii) the price difference associated with resupplying gas to Customer. Compensation is not intended to reflect damages, whether consequential or otherwise, that may result from the use of Customer-owned gas. Transportation Customers or Company may request that the Commission waive the foregoing compensation limit for the purpose of negotiating contingency emergency supply agreements. Any such agreement must be approved by the Commission unless otherwise specified in this tariff.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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DATE EFFECTIVE: September 1, 1993

Vice President - Regulatory Services

## SMRP RIDER SAFETY MODIFICATION AND REPLACEMENT PROGRAM RIDER

### **APPLICABILITY**

Applicable to all customers receiving service under the Company's Rate Schedules GS, IS, IUS, SVGTS, DS and SAS.

### CALCULATION OF SAFETY MODIFICATION AND REPLACEMENT RIDER REVENUE REQUIREMENT

The SMRP Rider Revenue Requirement includes the following:

- a. SMRP-related Plant In-Service not included in base gas rates minus the associated SMRP-related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to SMRP construction;
- The rate of return on the net rate base is the overall rate of return on capital authorized in the Company's latest base gas rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the SMRP = related Plant In-Service less retirement and removals;
- e. Property taxes related to the SMRP; and
- f. Reduction for savings in Account No. 887 Maintenance of Mains,

### SAFETY MODIFICATION AND REPLACEMENT PROGRAM FACTORS

All customers receiving service under Rate Schedules GSR, GSO, IS, IUS, SVGTS, DS, GDS and SAS shall be assessed a volumetric charge in addition to the charges of their applicable rate schedule that will enable the Company to complete the safety modification and replacement program.

Rider SMRP will be updated annually in order to reflect the expected impact on the Company's revenue requirements of forecasted net plant additions and subsequently adjusted to true up the actual costs with the projected costs. A filing to update the projected costs for the upcoming calendar year will be submitted annually by October 15 to become effective with meter readings on and after the first billing cycle of January. The allocation of the program costs shall be based on the revenue distribution approved by the Commission. Company will submit a balancing adjustment annually by March 31 to true-up the actual costs, as offset by operations and maintenance expense reductions, during the most recent twelve months ended December with the projected program costs for the same period. The balancing adjustment true-up to the rider will become effective with meter readings on and after the first billing cycle of June.

The volumetric rates for the respective gas service schedules effective May 31, 2024, are:

	Rate per MCF		
Rate GSR, Rate SVGTS - Residential Service	\$0.5 <del>7</del> 33	1	
Rate GSO, Rate GDS, Rate SVGTS - Commercial or Industrial Service	\$0.3472	- 1	
Rate IUS, Rate IUDS	\$0.2175	I	
Rate IS, Rate DS <sup>1</sup> /, Rate SAS	\$0.0634	- 1	
1/ - Excluding customers subject to Flex Provisions of Rate Schedule DS			

DATE OF ISSUE: August 21, 2024

DATE EFFECTIVE: May 31, 2024

ISSUED BY: /s/ Kimra H. Cole

TITLE: President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2024-00074 dated August 20, 2024.

KENTUCKY

PUBLIC SERVICE COMMISSION

Т

Linda C. Bridwell Executive Director

EFFECTIVE

5/31/2024

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

COLUMBIA GAS OF KENTUCKY, INC.	P.S.C. Ky. No. 5
ORIGINAL SHEET NO 59 RESERVED FOR FUTURE USE	
	FUBLIC SERVICE COMMERCION OF KENTUCKY EFFECTIVE
	JUL 19 2000
	PURSUANT TO 807 (623) 6011, SECTION (1) BY: Stephan (1) COMMON GENERAL (1)

DATE OF ISSUE: June 19, 2000 DATE EFFECTIVE: July 19, 2000

**Issued by:** Joseph W. Kelly Vice President and Chief Operating Officer

### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

### **COMMISSION'S RULES AND REGULATIONS**

All gas service provided by the Company shall be in accordance with the Kentucky Public Service Commission law and the acts, rules, regulations and forms which have been adopted by the Commission and all amendments thereto and modifications and deviations thereof which may be made or approved by the Commission.

### **COMPANY'S RULES AND REGULATIONS**

In addition to the Rules and Regulations prescribed by the Commission, all gas service provided shall, also be in accordance with these Rules and Regulations adopted by Company. The Company's Rules and Regulations shall not conflict with the rules of the Commission or those approved by the Commission for Company.

### **APPROVALS FOR SUBDIVISION PRIOR TO DISTRIBUTION MAINS**

Before Distribution Mains are installed in new subdivisions, the subdivider shall record a plot or plan of the subdivision in the County Court Clerk's Office of the county in which same is located and shall furnish a copy of said plot or plan, so recorded, to Company. In the event it is required that plans for a proposed subdivision be submitted to a city, county or city-county planning and zoning commission, for approval, such approval must be obtained before Distribution Mains are installed in said subdivision.

### **APPLICATION FOR SERVICE**

Applications for service shall be made through any local office of Company. The application is not complete until the applicant has fulfilled all applicable tariff eligibility requirements and complied with these rules. A separate application or contract shall be made for each separate location.

## **COMPANY'S RIGHT TO DEFER SERVICE**

Where Company's existing facilities are inadequate to serve a Customer for new or additional commercial or industrial load, Company specifically reserves the right to defer service until such time as its facilities can be made adequate.

### **ACCESS TO PREMISES**

Company and its authorized employees shall have free access at all reasonable times to all of the premises in which gas supplied by Company is used or is to be used. Any employee of Company whose duties require entering a Customer's premises will wear a distinguishing uniform or other insignia, and/or show a badge or other identification which will verify employment of the property of the prop Company. OF KENTUCKY

EFFECTIVE

DATE OF ISSUE: June 1, 1993

DATE EFFECTIVE: September 1, 1993

Saul. Bawman

### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS** (Continued)

#### **RIGHT-OF-WAY** 7.

Customer, without reimbursement, will make or procure conveyance to Company of right-of-way satisfactory to it across the property owned or controlled by Customer for Company's distribution mains, extensions thereof, or appurtenances necessary or incidental to the supplying of service to Customer. No service line shall be installed across private property other than the premises of the building to be supplied with gas, except after special investigation and approval by Company.

### **TURNING ON GAS**

Customer, after making proper application for service, shall notify Company when to establish service. In no case shall Customer or Customer's agent or employee turn on the gas at the curb or meter.

### **ASSIGNMENT OF CONTRACT** 9.

The benefits and obligations of any service application or contract shall begin when Company commences to supply gas service. It shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof. However, no application, agreement or contract for service may be assigned or transferred without the written consent or approval of Company.

When the gas supply has been disconnected for non-payment of bills or other violation of Company's Rules and Regulations the service will not be restored at the same location or connected at another location, for the same or related occupants under a different contract or name when it appears to the Company that the change of name is a subterfuge designed to defraud or penalize Company.

### 10. EXTENSION OF DISTRIBUTION MAIN

The Company will extend its distribution mains without cost up to but not more than a distance of one hundred (100) feet for each prospective Customer who shall apply for and contract to use service for one (1) year or more and provides guarantee for such service.

Where a distribution main extension of more than one hundred (100) feet is requested for residential or domestic purposes and all or part of such distribution main extension is not deemed economically justified at Company's expense, based on a cost-benefit study, Company shall require the applicant or applicants to provide a contribution in aid of construction and/or enter into a line extension agreement and contribute or deposit with Company the estimated cost of that portion of the distribution main extension which is not deemed economically justified at Company's expense, based on such study. The line extension agreement deposit will be refunded at the average cost of one hundred (100) feet for each bona fide Customer connected

OF KENTUCKY

DATE EFFECTIVE: September 1, 1993

San P. Bownen Issued by:

DATE OF ISSUE: June 1, 1993

Vice President Skegulator 1998 vices

**PURSUANT TO 807 KAR 5:011.** SECTION 9 (1)

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 10. EXTENSION OF DISTRIBUTION MAIN - (Continued)

to the distribution main extension who will utilize gas for base load purposes and as the major source of energy. The classification of Customer shall be determined by Company at the time Customer is connected to the distribution main extension. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

Where a distribution main extension of more than one hundred (100) feet is requested for commercial or industrial purposes and all or part of such distribution main extension is not deemed economically justified at Company's expense, based on a cost-benefit study, Company shall require the applicant or applicants to provide a contribution in aid of construction and/or enter into a line extension agreement and contribute or deposit with Company the estimated cost of that portion of the distribution main extension which is not deemed economically justified at Company's expense, based on such study. The line extension agreement deposit will be refunded annually, based upon the incremental volumes, if any, sold directly from the distribution main extension which are over and above those volumes used to determine the portion of the distribution main extension to be done at Company's expense. The refund shall be determined by multiplying such incremental volumes by the applicable base rates. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

In no case shall the total of refunds exceed the amount deposited for the distribution main extension. Deposits will not draw interest. All distribution main extensions shall be the property of Company.

Where a distribution main extension is deemed economically justified at Company's expense, based upon a cost-benefit study, no deposit shall be required.

### 11. EXTENSION OF SERVICE LINES

When Company initiates service to a new Residential or Commercial Customer, Company will install, own, operate and maintain the service line at the premises of Residential and Commercial Customers, if such premises are not connected to a Company main by a service line.

With respect to Residential and Commercial Customers that occupy premises already connected to a Company main by a service line, Company shall be responsible for operating and maintaining the Customer Service Line, and when Company determines that replacement of such Customer Service Lines is necessary, Company shall be responsible for installing the service line, and shall thereafter own the service line. If it becomes necessary for Company to replace a service line, Company shall use its best efforts to replace the line, during normal working hours and as soon as practical, after Company is made aware of the need for the replacement of the service line.

When the length of the service line required between the property line and the meter is 100 feet or less, and the customer has agreed to use natural gas as its major source of energy, Company will assess no charge for the service line installation. A customer's major source of energy is defined as its primary energy source for heating the premises. If the customer is not using natural gas as its major energy source, customer will be required to contribute a portion of the cost of the service line in the form of a contribution in aid of construction. This amount will vary depending upon the installed appliances but will not exceed the Company's annual average cost of a service line.

When the length of required service line exceeds the 100 feet, Company may require Customer to contribute toward the cost of the service line installation an amount equal to the service line beyond the 100 feet. Contributions by

DATE OF ISSUE: January 30, 2003

DATE EFFECTIVE: March 192003

Issued by:

PURSUANT Vice Presidenth

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00145 dated December 13, 2002

# GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 11. EXTENSION OF SERVICE LINES (continued)

Company's average annual cost of a service line in 2003 equals \$926.

Calculated as:

Cost of service lines installed in 2003 divided by number of lines equals average annual cost

\$1,431,242 / 1,546 = \$ 926

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CARSHER TO BLASK UNDS SCOTUMENT V Chause VI Chem EXPORTIVE DIRECTOR

DATE OF ISSUE: January 30, 2004

DATE EFFECTIVE: March 1, 2004

Issued by: J. W. Kelly

President

Issued by authority of an Order of the Public Service Commission in Case No. 2002-00145 dated December 13, 2002

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 11. EXTENSION OF SERVICE LINES - (Continued)

Customers toward Company's cost of furnishing and installing service lines in accordance with this section are non-refundable.

### 12. REQUEST FROM HIGH-PRESSURE LINES

When a General Service Customer requests gas service from a transmission Company's highpressure pipeline, Company will furnish and install regulating equipment and meters at no cost to Customer except as follows with respect to pressure regulators:

- A. If the line from which Customer is to be served has a maximum allowable operating pressure not exceeding 60 psig, Company will furnish the necessary service regulator at no cost to Customer.
- B. If the line from which Customer is to be served has a maximum allowable operating pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high-pressure regulator in addition to the service regulator, Customer will be required to make a payment of \$100 to cover the cost and installation of the high-pressure regulator.
- C. If the line from which Customer is to be served has a maximum allowable operating pressure in excess of 200 psig which will necessitate two high-pressure regulators in addition to the service regulator, Customer will be required to make a payment of \$200 to cover the cost and installation of the high-pressure regulators.

### 13. COMPANY OBLIGATION TO RESTORE PROPERTY

In the event that Company is required to undertake any excavation on Customer's property in connection with the installation, repair, maintenance or replacement of a service line, Company shall make reasonable efforts to restore the property to its original conditions pursuant to generally accepted utility standards for such construction operations.

### 14. PROTECTION OF COMPANY'S PROPERTY

All meters, piping and other appliances and equipment furnished by or at the expense of Company, which may at any time be in or on Customer's premises shall, unless otherwise expressly provided herein, be and remain the property of Company. Customer shall protect such property from loss or damage.

### 15. CUSTOMER'S LIABILITY

Customer shall assume all responsibility for the gas service in or on Customer's preprint of the point of delivery of gas, and for all the piping, appliances and equipment used the property of the property

DATE OF ISSUE: June 1, 1993

ssued by:

Blan P. Bawman

DATE EFFECTIVE: September 1, 1993 SEP 1 1993

Vice President - Regulatory Services PURSUANT TO 807 KAR 5:011.

SECTION 9 (1)

DUDLING SERVICE FOUNDSSION MANACO

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 15. CUSTOMER'S LIABILITY

Customer shall assume all responsibility for the gas service in or on Customer's premises, at and from the point of delivery of gas, and for all the piping, appliances and equipment used in connection therewith which are not the property of Company. Customer will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of gas occasioned by such gas or gas service and equipment, except where said injury or damage will be shown to have been caused solely by the negligence of Company.

### 16. CUSTOMER WITH MORE THAN ONE METER

A Customer may be supplied through more than one meter, with the usage combined for one billing and counted as one Customer, subject to the following conditions:

- A. Provided all meters qualify for the same rate schedule. If the usage on two or more meters is to be combined for routine billing purposes, all meters to be combined must qualify for the same rate schedule.
- B. Provided all meters are located within the confines of or adjacent to the particular property served. Combined usage for billing purposes shall be restricted to meters located within the confines of or adjacent to the property being served.
- C. Provided the additional meters are a necessary part of rendering service. Combined usage of multiple meters for billing purposes shall be restricted to those situations where the additional meters are a necessary part of rendering service.
- D. Provided the combining of usage is not for the purpose of circumventing the Minimum or Customer Charge of a rate schedule.

### 17. METER TESTING AND MEASUREMENT OF NATURAL GAS

Volumetric Measurement Base is one (1) cubic foot of gas at a pressure base of fourteen and seventy-three one-hundredths (14.73) pounds per square inch absolute (thirty (30) inches of mercury), a temperature base of sixty degrees (60°) Fahrenheit, (520° F. absolute) and without adjustment for water vapor content.

Average Absolute Atmospheric (Barometric) Pressure is assumed to be fourteen and four-tenths (14.4) pounds to the square inch, irrespective of actual elevation of location of the delivery point above sea level or variations in actual barometric pressure from time to time.

Flowing Temperature. Company shall determine the temperature of the natural gas flowing through the meter or meters by recorder, or as read from established tables for the location involved.

Specific Gravity of the natural gas shall be determined by Company, or at Customer's option by joint test, at the commencement of deliveries and as of the natural decessary.

EFFECTIVE

(C) Change

DATE OF ISSUE: November 10, 1994

NOV 01 1994 DATE EFFECTIVE: November 1, 1994

Issued by: Kattleyn Surger Surger Services
SECTION 9 (1)

Issued by authority of an Order of the Public Servise Commission in Case No. 94-179, dated November 1, 1994.

DRECTOR RATES & RESEARCH DIV.

### GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 17. METER TESTING AND MEASUREMENT OF NATURAL GAS - (Continued)

Supercompressibility. The deviation of the gas from the laws for ideal gases shall be determined by Company, or jointly at Customer's option, in one of the following ways:

- (a) The deviation factors shall be computed by approved methods or read from standard tables, in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association, as amended, expanded or superseded from time to time. Such computations or selection of factors from tables shall be based on the composition of the gas and conditions at point of measurement, and the factors used to be checked by tests of the gas made with such reasonable frequency as found necessary; or
- (b) The deviation factors shall be determined by tests of the gas made with such reasonable frequency as found necessary.

Measuring Equipment. Unless otherwise agreed upon, Company will install, maintain and operate, measuring stations equipped with displacement or flow meters and other necessary measuring equipment by which the volumes of gas delivered shall be determined. The gas delivered shall be measured in accordance with the latest approved methods in use in the industry generally. Orifice meters shall be installed and operated, and gas volumes computed in a practical and appropriate manner, in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association, as amended, expanded or superseded from time to time. Displacement meter readings shall be adjusted for pressure and temperature conditions. Customer may install check measuring equipment, provided that such equipment shall be so installed as not to interfere with the operations of Company. Company and Customer, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by Customer, unless otherwise agreed upon. Both Company and Customer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring equipment. The records from such measuring equipment shall remain the property of Customer, but upon request, each will submit to the other its records and charts, together with calculations, for inspection, subject to return within thirty (30) days after receipt thereof. Company shall exercise reasonable care in the installation, maintenance and operation of its equipment so as to avoid any inaccuracy in the determination of the volume of gas delivered.

Meter Testing (GS Rate Schedule Customers). Company shall make a test of any meter upon written request of Customer provided such request is not made more frequently than once each twelve months or the meter is not scheduled for a periodic test. Customer shall advance an amount based on meter capacity as follows: 500 cu. ft. per hour and under @\$10.00, over 500 cu. ft. per hour @\$20.00, and 1,500 cu. ft. per hour @\$30.00. If such tests show the meter to be more than 2% fast or slow, the amount advanced shall be refunded to the customer and adjustments made pursuant to Correction of Metering Errors section herein. If the meter is found not to be more than 2% fast or slow, the amount advanced by Custometrs in the meter is found to be more than 2% fast or slow, the amount advanced by Custometrs in the meter is found in the meter in the meter in the meter is found in the meter in the meter is found in the meter in the m OF KENTUCKY Company. EFFECTIVE

DATE OF ISSUE: June 1, 1993

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SECTION 9 (1)

BY:

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## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 17. METER TESTING AND MEASUREMENT OF NATURAL GAS - (Continued)

Calibration and Test of Meters (IS and IUS Rate Schedule Customers). The accuracy of all measuring equipment shall be verified by the owner at reasonable intervals and, if requested, in the presence of representatives of the other party, but neither Company nor Customer shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. If either party at any time desires a special test of any measuring equipment, or if either party at any time observes an error in any such measuring equipment, it will promptly notify the other party, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.

Correction of Metering Errors. If upon periodic test, request test, or complaint test a meter in service is found to be more than two percent (2%) fast, additional tests shall be made to determine the average error of the meter. Said tests shall be made in accordance with commission regulations applicable to the type of meter involved.

If test results on Customer's meter show an average error greater than two percent (2%) fast or slow, or if a Customer has been incorrectly billed for any other reason, except in an instance where Company has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by Customer, Company shall immediately determine the period during which the error has existed, and shall recompute and adjust the Customer's bill to either provide a refund to Customer or collect an additional amount of revenue from the underbilled Customer. Company shall readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for Customer. If that data is not available, the average usage of similar Customer loads shall be used for comparison purposes in calculating the time period. If Customer and Company are unable to agree on an estimate of the time period during which the error existed, the commission shall determine the issue. In all instances of Customer overbilling, Customer's account shall be credited or the overbilled amount refunded at the discretion of Customer within thirty (30) days after the final meter test results. Company shall not require Customer repayment of any underbilling to be made over a period shorter than a period coextensive with the underbilling.

Failure of Measuring Equipment. In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings or deliveries through such equipment shall be estimated:

(a) By using the registration of any checket of (a):

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DATE OF ISSUE: November 10, 1994

DATE EFFECTIVE: November 1, 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

Vice President - Regulatory Services

Issued by authority of an Order of the Public Sensons Garren Garren Light No. 94-179, dated November 1, 1994.

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### COLUMBIA GAS OF KENTUCKY, INC.P.S.C. Ky. No. 5

# GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 17. METER TESTING AND MEASUREMENT OF NATURAL GAS - (Continued)

### Failure of Measuring Equipment. - (Continued)

- (b) By correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or, in the absence of both (a) and (b), then:
- (c) By estimating the quantity of delivery based on deliveries during periods under similar conditions when the meter was registering accurately.

The estimated readings shall be used in determining the volume of gas delivered for any known or agreed-upon applicable period. In case the period is not known or agreed-upon, such estimated deliveries shall be used in determining the volume of gas delivered during the latter half of the period beginning on the date of the immediately preceding test and ending on the date the measuring equipment was adjusted to record accurately; the recordings of the measuring equipment during the first half of said period shall be considered accurate in computing deliveries.

**Preservation of Records**. The complete record of tests of each meter shall be continuous for at least two (2) periodic test periods and shall in no case be less than two (2) years.

## **Standard Delivery Pressure**

Company, in accordance with 807 KAR 5:022, Section 13(14): Standard Pressure adopts seven (7) inches water column as its standard pressure as measured at the outlet of Customer's meter.

When conditions warrant, and Customer and Company mutually agree, certain Customers may receive gas at pressures higher than the standard pressure. In these cases either indices compensated for the delivery pressure or pressure factors corresponding to delivery pressure will be used to adjust volumes of gas billed.

The above paragraphs notwithstanding Company shall assume no liability from any damage or loss resulting from inadequate or interrupted supply or from any pressure variation when such conditions are not due to willful fault or neglect on its part.

DATE OF ISSUE: January 6, 2017

DATE EFFECTIVE: December 27, 2016

ISSUED BY: /s/Herbert A. Miller, Jr.

TITLE: President

Issued pursuant to an Order of the Public Service Commission in Case No. 2016-00162 dated December 22, 2016

**KENTUCKY**PUBLIC SERVICE COMMISSION

Talina R. Mathews EXECUTIVE DIRECTOR

Jalina R. Matheus

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12/27/2016

**PURSUANT TO 807 KAR 5:011 SECTION 9 (1)** 

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## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 18. QUALITY

Processing. The gas delivered shall be natural gas; provided, however, that:

- (a) Company may extract or permit the extraction of moisture, helium, natural gasoline, butane, propane or other hydrocarbons (except methane) from said natural gas, or may return thereto any substance extracted from it. Company, in order to conserve and utilize other available gases, may blend such gases with said natural gas; provided, however, that such blending shall not extend to a degree which, in Customer's judgment reasonably exercised, would materially affect the utilization of the gas delivered.
- (b) Company may subject or permit the subjection of said natural gas to compression, cooling, cleaning or other processes to such an extent as may be required in its transmission from the source thereof to the point or points of delivery.

Heat Content. The Total Heating Value of the gas shall be determined by taking samples of the gas at the point(s) of receipt at such reasonable times as may be designated by Company. The Btu content per cubic foot shall be determined by an accepted type of calorimeter or other suitable instrument for a cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at a pressure of 14.73 psia, or from recording calorimeters located at such place or places as may be selected by Company. Such calorimeters shall be periodically checked, using a reference sample of gas of known heating value, or such other method as may be mutually agreed upon. Customer shall not be required to accept natural gas having a total heating value of less than nine hundred fifty (950) Btu per cubic foot, but acceptance by Customer shall not relieve Company of its obligation to supply natural gas having the said average total heating value of one thousand (1,000) Btu per cubic foot.

The unit of volume for the purpose of determining total heating value shall be one (1) cubic foot of gas saturated with water vapor at a temperature of sixty degree (60°) Fahrenheit and an absolute pressure equivalent to thirty (30) inches of mercury at thirty-two degrees (32°) Fahrenheit and under standard gravity (32.174 ft. per second per second).

Freedom From Objectional Matter. The gas delivered shall be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of Company or its Customers

DATE OF ISSUE: January 14, 2022

DATE EFFECTIVE: January 2, 2022

ISSUED BY: /s/ Kimra H. Cole

TITLE: President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission In Case No. 2021-00183 dated December 28, 2021.

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

1/2/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 18. QUALITY - (Continued)

### Freedom From Objectional Matter. - (Continued)

\_\_\_\_To assure that the gas delivered by Customer/Supplier to Company conforms to the quality specifications of this Section, Customer's/Supplier's gas shall be analyzed at the point(s) of receipt from time-to-time as Company deems necessary. The gas delivered shall conform to the following gas quality specifications

Gas Quality Specifications<sup>1</sup>

Gas Quality Parameter Specification	Low	<u>High</u>
Heat Content (Btu/scf) <sup>2</sup>	<u>967</u>	<u>1110</u>
Wobbe Number (+/- 6% from 1300)	<u>1222</u>	<u>1378</u>
Water Vapor Content (lbs./MM scf)		<u>&lt; 7</u>
Product Gas Mercaptans (ppmv, does not include gas odorants)		< 1
Hydrocarbon Dew Point, (°F) CHDP		<u>15</u>
Hydrogen Sulfide (grain/100 scf)		<u>0.25</u>
Total Sulfur (grain/100 scf)		<u>20</u>
Total Diluent Gases including the following individual constituent limits:		<u>5%</u>
Carbon Dioxide (CO <sub>2</sub> ) 2% max		
Nitrogen (N) 4% max		
Oxygen (O <sub>2</sub> ) 1% max		
<u>Hydrogen</u>		<u>0.3%</u>
<u>Total Bacteria</u> <sup>3</sup> (If no filter installed, then limit is $6.4 \times 10^7$ per 100 scf total bacteria)	Comm Free	$(\leq 0.2 \text{ microns})$
<u>Mercury</u>	Comm Free	(< 0.06 μg/m <sup>3</sup> )
Other Volatile Metals (Lead)	Comm Free ( $< 213 \mu\text{g/m}^3$ )	
Siloxanes as Octamethylcyclotetrasiloxane <sup>4</sup>	Comm Free (-< 0.5 mg Si/m <sup>3</sup> )	
<u>Ammonia</u>	Comm Free	e (< 10 ppmv)
Non-Halogenated Semi-Volatile and Volatile Compounds	Comm Free	e (< 500 ppmv)
Halocarbons (total measured halocarbons) <sup>5</sup>	< 3	<u>ppmv</u>
Aldehyde/Ketones	Aldehydes/Ke	tones must be at a
	level that does	not unreasonably
	interfere with o	odorization of
	Company's ga	<u>S.</u>
PCBs/Pesticides	Comm Fr	ee (< 1 ppbv)

<sup>1.</sup> For purposes of this Tariff, "Commercially Free" is defined as "Not Detectable" relative to typical pipeline gas flowing at the interconnect location that results in non-pipeline and/or RNG gas being compositionally equivalent to Company's flowing supplies. The analytical method, associated detection threshold, and testing facility shall be determined by the Company. Periodic testing will be required where potential Constituents of Concern are reasonably expected.

<sup>2</sup> Higher Heating Value is dry, @ 14.73 psia 60°F.

3. An acceptable alternative to Total Bacteria testing would be to include installation of a 0.2 micron particulate filter, coupled with appropriate filter maintenance practices. Initial start-up testing may include filter effectiveness analysis. Customer/Supplier shall be responsible for all costs associated with acceptable alternatives, KENTI-QUAY not limited to, initial start-up testing.

DATE OF ISSUE: January 14, 2022 DATE EFFECTIVE: January 2, 2022

ISSUED BY: /s/ Kimra H. Cole

TITLE: President & Chief Operating Officer

Issued Pursuant to an Order of the Public Service Commission in Case No 2021-00183 dated December 28, 2021.

Linda C. Bridwell
Executive Director

1/2/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 18. QUALITY - (Continued)

### Freedom From Objectional Matter. - Gas Quality Specifications (Continued)

- 4. Historical testing and data presented in this document include a siloxane detection threshold of <0.5mg Si/m3. Analytical methods have recently been improved resulting in a reduced detection threshold of <0.1mg Si/m3. Due to specific limitations of certain identified applications within an affected zone of influence, Company and Customer/Supplier may agree upon a reduced threshold.
- <sup>5.</sup> Company may refuse to accept gas containing lower levels of halocarbons if Company reasonably determines that such gas is causing harm to its facilities or the gas-burning equipment of its customers, or is adversely affecting the operation of such facilities. In addition, Company and Customer/Supplier may agree upon a different specification for halocarbons, provided that Customer/Supplier has demonstrated, to the reasonable satisfaction of Company, that non-pipeline natural gas and/or RNG meeting the agreed-upon specification will not adversely affect (a) the quality of public utility service provided by Company; (b) the operation or Company's equipment; or (c) the operation of the gasburning equipment of Company's customers.

As used in the foregoing table, "Btu" means British thermal unit: "scf" means standard cubic foot; "MM" means one million; "CHDP" means cricondentherm hydrocarbon dew point; "ppmv" means parts per million by volume; and "ppbv" means parts per billion by volume. "RNG" or "Renewable Natural Gas" means gas, consistently primarily of methane, which (1) is derived from biogas produced by landfills, animal farms, wastewater treatment plans, or other sources, and (2) is subsequently processed by removing carbon dioxide, nitrogen, and other constituents in order to convert the biogas into pipeline-compatible gaseous fuel.

The Total Heating Value of the gas shall be determined by taking samples of the gas at the point(s) of receipt at such reasonable times as may be designated by Company. The Btu content per cubic foot shall be determined by an accepted type of calorimeter or other suitable instrument for a cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at a pressure of 14.73 psia. The Btu determination designated by Company shall be made by Company at its expense. Any additional Btu determinations requested by Customer/Supplier shall be at the expense of the requesting Customer/Supplier.

Company may, on a not-unduly discriminatory basis, accept volumes of gas, including renewable natural gas, that fail to meet the quality specifications set forth in this tariff section, if Company determines that it can do so without adversely affecting (1) system operations; (2) the operation of the Company's equipment; (3) the operation of gasburning equipment of Company's other customers; or (4) the quality of public utility service provided by Company. In deciding whether to accept such volumes of gas, the Company shall consider, without limitation, (1) which specifications are not being met; (2) the sensitivity of customer equipment and potential impact on such equipment; (3) Customer's plan to improve gas quality; (4) the effect on system supply; (5) interchangeability; (6) the anticipated duration of the quality deviation; and (7) the blending ratio between geological natural gas and RNG in the area of Company's distribution system where RNG is being injected.

Company shall not be obligated to accept gas which it reasonably believes may adversely affect the standard of public utility service offered by Company, or gas which it reasonably believes may adversely affect the operation of its equipment or the gas-burning equipment of its customers. If any gas delivered hereunder fails to meet the quality specifications set forth herein, Company may, at any time, elect to refuse to accept all or any portions of such gas until Customer/Supplier brings the gas into conformity with such specifications.

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DATE EFFECTIVE: January 2, 2022

ISSUED BY: /s/ Kimra H. Cole
TITLE: President & Chief Operating Officer

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Linda C. Bridwell

Executive Director

PUBLIC SERVICE COMMISSION

EFFECTIVE

1/2/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 18. QUALITY - (Continued)

Freedom From Objectional Matter. (Continued)

### **Gas Quality Testing**

Gas delivered to Company must be continuously monitored, at Customer's/Supplier's expense, to ensure it meets the quality specifications set forth above. Constituents that are not continuously monitored using currently-available technology may, at Company's discretion, be tested in a laboratory once per year at Company's expense. If the quality of the gas, based on a laboratory test, does not meet the standards set forth above, the gas must be tested in a laboratory monthly, at the Customer's/Supplier's expense, until the gas meets the required standards for three consecutive months or the Customer/Supplier otherwise demonstrates to the Company, in the Company's reasonable discretion, that it has remediated the constituent deficiency. Such tests shall include only the test method or methods that tests for the specific standard or standards that were not met, but Company may consider any results provided by such test method(s). Company will provide Customer/Supplier with at least three (3) business days' notice of the tests, and Customer/Supplier will be given the opportunity to be present and observe such tests. Company may, at its option, require Customer/Supplier to install automatic shutoff devices, at Customer's/Supplier's expense, to prevent gas that fails to meet the quality specifications set forth above from entering Company's pipeline system.

The scope of all gas testing shall follow the parameters below based on the origin of the gas. The parameters for each origin of gas are based on the source of gas and likelihood of a constituent being present in the source gas. The Company has the discretion to test for additional constituents on the list below, notwithstanding the origin of the gas, if the Company reasonably believes those constituents may be present.

### Gas Quality Testing Parameters and Scope<sup>1</sup>

Gas Quality Parameter	<b>Testing</b>	Origin of Gas			
	Method <sup>2</sup>	Geological	<u>Landfill</u>	<u>Agricultural</u>	Waste Water
				and Clean	<b>Treatment</b>
				<b>Energy</b>	<u>Plant</u>
Heat Content	<u>In-field</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Wobbe Number	<u>In-field</u>	<u>X</u>	X	<u>X</u>	<u>X</u>
Water Vapor Content	<u>In-field</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Product Gas Mercaptans	In-field	<u>X</u>	X	<u>X</u>	<u>X</u>
Hydrocarbon Dew Point	In-field	X	X	<u>X</u>	<u>X</u>
Hydrogen Sulfide	In-field or Lab	X	X	X	X
Total Sulfur	In-field or Lab	X	X	X	<u>X</u>
Total Diluent Gases including:	In-field	X	X	<u>X</u>	<u>X</u>
Carbon Dioxide (CO <sub>2</sub> )					
Nitrogen (N)					
Oxygen (O <sub>2</sub> )					
<u>Hydrogen</u>	<u>Lab</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Total Bacteria	<u>Lab</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Mercury</u>	<u>Lab</u>		<u>X</u>	KENI	UEKY
Other Volatile Metals (Lead)	<u>Lab</u>		<u>X</u> p		É COMMISSION
Siloxanes	<u>Lab</u>		X		Λ
	•	•		Linda C	. Bridwell

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DATE EFFECTIVE: January 2, 2022

ISSUED BY: /s/ Kimra H. Cole

TITLE: President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2021-00183 dated December 28, 2021.

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<del>xecutive</del> Director

EFFECTIVE

1/2/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 18. QUALITY - (Continued)

### Freedom From Objectional Matter. Gas Quality Testing (Continued)

Ammonia	Lab	X	X
Non-Halogenated Semi-volatile and	Lab	X	X
Volatile Compounds			
Halocarbons (total measured	Lab	X	X
halocarbons)			
Aldehyde/Ketones	Lab	X	
PCBs/Pesticides	Lab	X	

<sup>&</sup>lt;sup>1</sup> Constituents to be tested for each category of gas are indicated with an "X."

### 19. POSSESSION OF GAS AND WARRANTY OF TITLE

**Control of Gas.** Company shall be deemed to be the owner and in control and possession of the natural gas purchased on behalf of Customer until it has been physically delivered to Customer at the point or points of delivery, after which Customer shall be deemed to be the owner and in control and possession thereof.

**Division of Responsibility**. Customer purchasing gas from Company shall have no responsibility with respect to any natural gas until it is physically delivered to Customer, or on account of anything which may be done, happen or arise with respect to said gas before such delivery; and Company shall have no responsibility with respect to said gas after such delivery to Customer, or on account of anything which may be done, happen or arise with respect to said gas after such delivery.

**Warranty of Title.** Company agrees that it will, and it hereby does, warrant that it will at the time of physical delivery of gas purchased on behalf of Customer, have good title to all gas delivered by it to Customer, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have good right and title to sell said gas as aforesaid, that it will indemnify Customer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas.

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ISSUED BY: /s/ Kimra H. Cole

TITLE: President & Chief Operating Officer

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**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

1/2/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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<sup>&</sup>lt;sup>2</sup> Testing method is defined as "In-Field" or "Lab." "In-Field" testing requires the Customer's/Supplier's use of readily available, continuously testing, industry-standard equipment, which has been reviewed and approved by Company. "Lab" testing requires the Customer/Supplier and the Company to coordinate the sampling of gas and sending it to a laboratory for testing and analysis.

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 20. **FORCE MAJEURE**

Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts affecting the company or its suppliers of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance hereunder by either Company or Customer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

### 21. **RECONNECTION OF SERVICE**

If service is discontinued at the request of any Customer, Company may refuse service to such Customer, at the same premises within eight (8) months, unless it shall first receive a payment of \$20 for residential customers reconnect fee and \$20 for commercial customers reconnect fee.

Company will charge a reconnect fee of twenty dollars (\$20) when service has been disconnected for nonpayment of bills or for violation of Company's Rules and Regulations and Customer has qualified for and requested the service to be reconnected. Customers exempt from the reconnect fee must qualify under the Commission's Winter Hardship Reconnection Rules, as stated:

- A. During the months from November through March, Customer or Customer's agent:
  - (1) Presents a certificate of need from the Cabinet for Human Resources, State Department for Social Insurance, including a certification that a referral for weatherization services has been made in accordance with subsection (C) of this section;
  - (2) Pays one-third (1/3) of the outstanding bill or \$200, whichever is less; and

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KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS** (Continued)

### 21. RECONNECTION OF SERVICE - (Continued)

- (3) Agrees to a repayment schedule which would permit Customer to become current in the payment of Customer's bill as soon as possible but no later than October 15. However, if, at the time of application for reconnection, Customer has an outstanding bill in excess of \$600 and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with Customers ability to pay, then such plan shall be accepted. In addition to payment of current charges, repayment schedules shall provide an option to Customer to select at least one (1) payment of arrearage per month.
- (4) Company shall not require a new deposit from Customer whose service is reconnected due to paragraphs (1), (2), or (3) of this subsection.
- B. Certificate of need for reconnection. Federal and statewide energy assistance programs are administered by the Kentucky Cabinet for Human Resources, Department for Social Insurance. A Customer who is eligible for energy assistance under the department's guidelines or is certified as household with gross income at or below 130 percent of the poverty level, may obtain a certificate of need from the department to be used in obtaining a service reconnection from Company.
- C. Weatherization program. Customers obtaining a certificate of need under this regulation shall agree to accept referral to and utilize weatherization services which are administered by the Cabinet for Human Resources. The provision and acceptance of weatherization services is contingent on the availability of funds and other program guidelines. Weatherization services include, but are not limited to, weather stripping, insulation and caulking.
- D. Customers who are current in their payment plans under subsection A(3) of this section shall not be disconnected.

### 22. CUSTOMER DEPOSITS

Company may require from any Customer a minimum cash deposit or other guaranty to secure payment of bills, except from those Customers qualifying for service reconnection under the Winter Hardship Reconnection Rules, as stated on Sheet Numbers 70 and 71 of this tariff. Service may be refused or discontinued for failure to pay the requested deposit.

All Customer's deposits shall be based upon actual usage of Customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar Customers and premises in the system. The amount of cash deposit shall not exceed two mission public SERVICE WOMMISSION public service s twelfths (2/12) of Customer's actual or estimated annual bill. OF KENTUCKY

FFFECTIVE

DATE OF ISSUE: June 1, 1993

Issued by: Waw P. Bawman

DATE EFFECTIVE: September 1 1993 SFP 1 1993 SEP

Vice President - Regulatory Services PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

### **CURRENTLY EFFECTIVE BILLING RATES**

### 22. CUSTOMER DEPOSITS - (Continued)

A deposit would normally be required, unless waived at Company's discretion, if any of the following circumstances exist:

- 1) New business
- 2) Previous service with bad debt account
- 3) Transient or seasonal employment
- 4) Disconnected due to non-pay
- 5) Renting, short-term employment
- 6) Unemployed and no regular income
- 7) Student, or
- 8) Unable or unwilling to provide identification.
- 9) Unsatisfactory Credit History

If a deposit has been waived or returned and Customer fails to maintain a satisfactory payment record, a deposit may then be required. Company may require a deposit in addition to the initial deposit if Customer's classification of service changes or if there is a substantial change in usage.

Company will refund the deposit to Customer after twelve (12) consecutive months of good credit and payment history. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to Customer.

Company shall issue to every Customer from whom a deposit is received a receipt of deposit showing, the name of Customer, location of the service or Customer account number, date and amount of the deposit, and informing Customer that they can request a recalculation of the deposit after eighteen (18) months based on actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a Residential Customer or 10 percent for a non-residential Customer, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit. The interest will be applied as a credit to Customer's bill or will be paid to Customer on an annual basis, except if Customer's bill is delinquent on the anniversary of the deposit date, Company shall not be required to refund or credit interest. If the deposit is refunded or credited to Customer's bill prior to the deposit anniversary date, interest will be paid or credited to Customer's bill on a prorated basis. If interest is not credited to Customer's bill or paid to Customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to Customer's bill or paid to Customer.

DATE OF ISSUE: June 12, 2012

ISSUED BY: Klevert A. Milly In

KENTUCKY

PUBLIC SERVICE COMMISSION

**JEFF R. DEROUEN** EXECUTIVE DIRECTOR

TARIFF BRANCH

DATE EFF Brut Kirtley, 2012

**EFFECTIVE** 

7/12/201<sup>2</sup> resident

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 23. BILLING

### General Service Rate Schedule

Bills will be rendered and be payable once each billing month. Company may read any meter once each billing month, but may read meters of the General Service Rate Schedule Customers once each two billing months. As to any Customer whose meter is read once each two months, the consumption for the first month of each bimonthly meter reading period shall be determined by calculation on the basis of Customer's previous usage -- considering factors such as variations in weather, number of days in the period, the trend in seasonal usage, etc., in order to provide as nearly accurate a bill as possible without actually reading the meter. Customer's consumption for the second month of each bimonthly meter reading period shall be determined by actual measurement taken from Customer's meter, subtracting therefrom the calculated consumption for the first month of the bimonthly meter reading period. The bill for each month shall be the result of applying to the consumption, determined as aforesaid, the applicable rates and charges contained in this tariff.

A customer shall be liable for unbilled service up to 2 years from the date of service, unless the customer obtained service through fraud, theft, or deception.

### All Other Rate Schedules

On or before the tenth (10th) day following the date of the final monthly meter reading for each billing month, Company shall render to Customer a statement of the total amount of gas delivered during the preceding billing month and the amount due, with the exception of Delivery Service Customers.

When information necessary for billing purposes is in the control of Customer, Customer shall furnish such information to Company on or before the fifth (5th) day following the date of final meter reading of each month.

Both Company and Customer shall have the right to examine, at reasonable times, books, records, and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

A customer shall be liable for unbilled service up to 2 years from the date of service, unless the customer obtained service through fraud, theft, or deception.

### 24. PAYMENT

Customer shall pay Company at its General Office, 290 W. Nationwide Blvd, Columbus, Ohio 43215, or at such other address as Company shall designate on or before the twentieth (20th) day following the date of the final monthly meter reading for the gas delivered hereunder during the preceding billing month.

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ISSUED BY: /s/Herbert A. Miller, Jr.

TITLE: President

Issued pursuant to an Order of the Public Service Commission in Case No. 2016-00162 dated December 22, 2016

**KENTUCKY**PUBLIC SERVICE COMMISSION

Talina R. Mathews
EXECUTIVE DIRECTOR

Jalina R. Matheus

EFFECTIVE

12/27/2016

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

If presentation of a bill by Company is delayed after the tenth (10th) day following the date of final monthly meter reading, then the time of payment shall be extended accordingly unless Customer is responsible for such delay.

### 24a . TERMINATION

The Company reserves the right to discontinue furnishing gas service to a Customer with at least ten (10) days written notice from the Company to the Customer, irrespective of any claim pending against the Company, upon the occurrence of any one of the following events:

- a) For non-payment of tariff approved charges.
- b) For failure to comply with any of the Company's Gas tariffs as filed with the Commission, or with any of the conditions or obligations of any agreements with the Company for the purchase of gas.

Notice of discontinuance shall be considered to be given a Customer when a copy of such notice is left with the Customer, or left at the premises where his bill is rendered, or posted in the United States mail, addressed to the Customer's last post office address shown on the records of the Company. Company shall diligently attempt to induce Customer to make all payments owed or to comply with all applicable terms and conditions of service prior to discontinuing service.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephano Buy
SECRETARY OF THE COMMISSION

(N) New

**DATE OF ISSUE:** 

**DATE EFFECTIVE:** 

issued by: J. W. Kelly

Vice President and General Manager

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## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 25. LATE PAYMENT PENALTY

A Late Payment Penalty of five percent (5%) may be assessed, only once on any bill for rendered services, if Customer fails to pay bill by the due date shown on Customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges. Customers enrolled in utility bill assistance programs (including those customers who have been issued a Certificate of Need) shall not be charged a late payment charge.

If prior to the due date of payment, Customer in good faith disputes the bill in part or total, and pays to Company such amounts as it concedes to be correct, and at any time thereafter within ten (10) days of a demand made by Company, furnishes a surety bond in an amount and with surety satisfaction to Company, guaranteeing payment to Company of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not be entitled to suspend further delivery of gas unless and until default be made in the conditions of such bond.

### 26. RETURNED PAYMENT FEE

If Customer's payment of a bill for service is returned by a bank as unpaid, Customer will be charged a fee of fourteen dollars (\$14.00) to cover the cost of further processing of the account.

### 27. BILL ADJUSTMENT AND MONITORING OF CUSTOMER USAGE

**Bill Adjustment.** If upon periodic test, request test, or complaint test a meter in service is found to be more than two (2) percent fast, additional tests shall be made to determine the average error of the meter. Said tests shall be made in accordance with commission regulations applicable to the type of meter involved.

If test results on Customer's meter show an average error greater than two (2) percent fast or slow, or if Customer has been incorrectly billed for any other reason, except in an instance where Company has filed a verified complaint with the appropriate law enforcement agency alleging fraud of theft by Customer, Company shall immediately determine the period during which the error has existed, and shall recompute and adjust Customer's bill to either provide a refund to Customer or collect an additional amount of revenue from the underbilled Customer. Company shall readjust the account based upon the period during which the error is know to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for Customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the time period. If Customer and Company are unable to agree on an estimate of the time period during which the error existed, Commission shall determine the issue. In all instances of Customer overbilling, Customer's account shall be credited or the overbilled amount refunded at the

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KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

1/2/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 27. BILL ADJUSTMENT AND MONITORING OF CUSTOMER USAGE - (Continued)

discretion of Customer within thirty (30) days after final meter test results. Company shall not require Customer repayment of any underbilling to be made over a period shorter than a period coextensive with the underbilling.

**Monitoring Usage.** Company shall monitor Customers' usage at least annually. The procedures shall be designed to draw Company's attention to unusual deviations in Customer's usage and shall provide for reasonable means by which Company can determine the reasons for the unusual deviation. If Customer's usage is unduly high and the deviation is not otherwise explained, Company shall test Customer's meter to determine whether the meter shows an average error greater than two (2) percent fast or slow.

If Company's procedure for monitoring usage indicates that an investigation of Customer's usage is necessary, Company shall notify Customer in writing either during or immediately after the investigation of the reasons for the investigation, and of the findings of the investigation. If knowledge of a serious situation requires more expeditious notice, Company shall notify Customer by the most expedient means available.

**Customer Notification.** If a meter is tested and it is found necessary to make a refund or back bill Customer, Customer shall be notified in compliance with 807 KAR 5:006, Section 10 (5).

Customer accounts shall be considered to be current while a dispute is pending pursuant to this section, as long as Customer continues to make payments for the disputed period in accordance with historic usage, or if that data is not available, the average usage of similar customer loads, and stays current on subsequent bills.

### 28. BUDGET PLAN

The Company has a budget payment plan available to **Residential and Small Commercial Customers** 

Monthly budgeted amounts shall be determined by the Company based on an amount equivalent to 1/12 of Customer's estimated annual gas utility bill.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

10/27/2009

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

**DATE OF** r 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No.

Issued by: Hewithtelly -

DATE OF ISSUE: November 6, 2009

ve Director

26, 2009

President

P.S.C. Ky. No. 5

# GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued

### 28. BUDGET PLAN - (Continued)

### Twelve Month Equal Payment Plan - (Continued)

The monthly budgeted amount shall not be construed by Customer as a guaranty of assurance that the total actual charges will not exceed such estimate. Company may, at any time, submit a revised budgeted amount to Customer whenever, in Company's judgment, such revision is deemed advisable during the Company's budget year. (Budgets will be reviewed and recalculated at least twice a year.)

The billing, under this budget plan of payment, is for the convenience of Customer. A Customer may enroll in the plan at any time during the Company's budget year. A Customer applying for the Plan for the first year will be accepted in any month and their payment will be determined by dividing their estimated bill for the remainder of the budget period by the number of months remaining in that budget period. New customers may be automatically enrolled in the budget plan unless they decline to participate. If any existing arrearage is present at the time of application, the first month's budgeted amount shall be paid at the time the Customer's request to participate is granted.

This budget plan will be canceled and the total account balance shall become due, or in the event of a credit balance, such balance shall be refunded, under the following circumstances:

Discontinuance of service at Customer's request;

Discontinuance of this budget plan at the Customer's request; or

If Customer fails to pay bills as rendered under the budget payment plan, Company reserves the right to revoke the plan, restore Customer to regular billing and require immediate payment of any deficiency.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

10/27/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: November 6, 2009

DATE OF

27, 2009

Issued by authority of an Order of the Public Service Commission in Case No

Executive Directoros

Issued by: Hender & Melef

President

First Revised Sheet No. 77 Superseding Original Sheet No. 77

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# GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 29. CHANGES IN CONTRACTED VOLUMES

Changes in contracted volumes shall be made in any one of the following ways:

- A. In the event Customer shall desire an increase in the then effective contracted volumes, Customer shall notify Company by April 1, of any year as to the total amount of increase required. If Customer is advised by Company that it has the required capacity and facilities then Customer shall execute a contract to become effective November 1, of such year which shall specify the total amount required.
- B. In the event Customer shall desire a decrease in the then effective contracted volumes, after the expiration of the development period, Customer shall notify Company by April 1, in any year of the desire to decrease to become effective November 1, of such year, and Company would grant such decrease providing the desired decrease does not exceed Company's ability to offset such decreases against reductions in contracted volumes from its supplier(s), or Customer and Company may mutually agree to the decrease providing Company can otherwise utilize such decrease.
- C. For increases or decreases in effective contracted volumes requested on shorter notice than in A or B above, Company shall, giving consideration to all pertinent factors, use its best efforts to comply with such requests.

### 30. TRANSFERS BETWEEN RATE SCHEDULES

If Customer desires to transfer service from one to another of Company's rate schedules, Customer shall give notice to Company by April 1, of any year and if Customer is advised by Company that it has the required gas supply, capacity, and facilities, then Customer, shall execute a contract to become effective November 1, of such year.

### 31. OPERATING INFORMATION AND ESTIMATES

Upon request of Company, Customer shall from time to time submit estimates of the daily, monthly and annual volumes of gas required, including peak day requirements, together with such other operating data as company may require in order to plan its operations.

### 32. SEASONAL CURTAILMENT OF SERVICE

If, in Company's judgment, it is necessary to limit the delivery of natural gas for the protection of monthly and seasonal volumes in order to supply market requirements based on gas supply available, Company shall curtail or discontinue in whole or in part gas service to its industrial and commercial Customers in the manner prescribed on Sheet Nos. 53 through 56 of this tariff. In so curtailing or discontinuing service Company shall curtail monthly and seasonal volumes to

PUBLIC SERVICE COMMISSION OF KENTUCKY

8/29/2007 PURSUANT TO 807 KAR 5:011

DATE EFFECTIVE: August 29, 2007

DATE OF ISSUE: September 10, 2007

Issued by: Herbert A. Miller, Jr.

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29,2007

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## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

### 32. SEASONAL CURTAILMENT OF SERVICE - (Continued)

such Customers by ordering curtailment of deliveries to such Customers by giving notice to each such Customer of the percentage curtailment of each priority applicable to Customer as described in said sheets of this tariff. Such curtailment shall be ordered as to the affected Commercial and Industrial Customers.

Company shall not be liable for any loss, cost, damage, injury, or expense that may be sustained by Customer by reason of partial or complete curtailment, interruption or discontinuance of gas service.

### 32a. CHARGES FOR CUSTOMER AUTHORIZED SERVICE

When a Customer requests the Company's services for premises work, the rates to be charged shall be in accordance with one of the following:

1. When the Customer has requested the Company to do customer authorized service work during regular working hours, the Customer will be charged: \$30.25 for the first employee, and \$28.25 per hour for each additional employee, if needed. There will be a one hour minimum charge per employee of \$30.25. Charges after the first hour are made to the nearest 1/4 hour: \$5.25 for the first employee, and \$4.75 for each additional employee, if needed.

Work done outside regular working hours including holidays and weekends for customer authorized services, will be charged: \$45.50 per hour for the first employee, and \$42.50 per hour for each additional employee, if needed. There will be a one hour minimum charge per employee of \$45.50. Charges after the first hour are made to the nearest 1/4 hour: \$8.00 for the first employee, and \$7.25 for each additional employee, if needed.

The time for the labor charge shall start when the employee reaches the customer premises and end when the employee leaves the premises after the work is completed.

2. When the Customer has requested the Company to perform customer authorized services while the employee is on the customer's premise, the Customer will be charged to the nearest 1/4 hour: \$5.25 for the first employee, and \$4.75 for each additional employee, if needed.

If work is done outside normal regular working hours including holidays and weekends, the Customer will be charged to the nearest 1/4 hour: \$8.00 for the first employee, and \$7.25 for each additional employee, if needed.

(N) New

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

DATE OF ISSUE:

AUG 13 1997

DATE EFFECTIVE:

issued by: J. W. Kelly

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) Vice President and General Manager

N

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (continued)

### 32a. CHARGES FOR CUSTOMER AUTHORIZED SERVICE - (Continued)

The time for the labor charge shall start at the time the actual customer authorized service work is started and end when the customer authorized service work is completed.

Where special arrangements are made to do customer authorized work and, upon arriving at the Customer's premise the Company employee cannot gain access to perform the previously scheduled work, a minimum one-hour charge, in effect for that time of day, may be made.

Material charges shall consist of the following: 1) If the materials are available at the Company warehouse, the material charge will be the cost of the part plus a 35% markup, 2) If the materials are not available at the Company warehouse, the material charge will be billed to the customer at the invoice cost of the part plus a 10% markup and any applicable shipping charges.

The service performed on the Customer's premise will carry a 30 day labor warranty, but on parts and materials, the Company will honor only the manufacturer's warranty.

### **CHARGES FOR CUSTOMER REQUESTED EXCESS FLOW VALVES**

A Customer may request installation of an Excess Flow Valve pursuant to Federal Pipeline Hazardous Materials Safety Administration ("PHMSA") regulation 49 CFR 192.383. All such installations requested by Customer shall be at the Customer's expense in the form of a contribution in aid of construction. The Company will provide Customer the cost of installation based upon Company's expected actual total cost. The Company and Customer will mutually agree upon the timing of such installation subject to any necessary permitting that may be required and consideration of reasonable scheduling of available resources of the Company.

In no event shall Company install a Customer requested Excess Flow Valve if one or more of the following conditions is present:

- a. Gas deliveries on the line exceed 1,000 standard cubic feet per hour.
- b. The service line does not operate at a pressure of 10 psig or greater throughout the year.
- c. Company has prior experience with contaminants in the gas stream that could interfere with the Excess Flow Valve's operation or cause loss of service to a customer.
- d. The Excess Flow Valve could interfere with necessary maintenance and operation activities, or,
- e. An Excess Flow Valve meeting applicable performance standards is not commercially available.

DATE OF ISSUE April 13, 2017

DATE EFFECTIVE May 13, 2017

ISSUED BY /s/ Herbert A. Miller, Jr.

TITLE President

KENTUCKY

IC SERVICE COMMISSIO

PUBLIC SERVICE COMMISSION

Talina R. Mathews EXECUTIVE DIRECTOR

Jalina R. Matheus

EFFECTIVE

5/13/2017

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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### 33. CUSTOMER BILL FORMAT AND CONTENT

The e-bill form is the same as that shown below.

Columbřa Gas of Kentucky Account Number: 12345678 999 000 1 A NiSource Company Contact Us 16 Account Profile Your Contact Information: 123 Main St Anytown KY 12345-1234 Type of Customer: 4 Phone Emergency Service 24/7 1-800-432-9515 For gas leaks or odors of gas Customer Name: Cky Customer Customer Call Center Hours 1-800-432-9345 7 a.m. - 7 p.m. Mon. - Frl. 8 a.m. - 12 p.m. Sat. is your contact information correct? Make all changes on the reverse side. For hearing impaired relay call 711. 3Account Summary Web Make payments and access your account at ColumbiaGasKY.com Previous Amount Due on 03/15/2016 Payments Received by 03/21/2016 Thank you Balance on 03/31/2016 Charges for Gas Service This Period \$0.00 +\$25.34 Mobile Make payments and access your account at m.ColumbiaGasKY.com 3Current Charges Due by 04/14/2016 \$25.34 Mall Payments Columbia Gas of Kentucky P.O. Box 742523 Cincinnati, OH 45274-2523 If paid after 04/14/16, a late payment charge of 5% may be applied.
 For more information regarding these charges, see the Detail Charges section.

Budget Payment Plan

The new Budget year starts next month! Be sure to check your bill next month for an opportunity to join the Budget Payment Plan and spread the cost of winter heating more evenly over the entire year. Authorized Payment Locations Find locations online at ColumbiaGasKY.com Your Safety 18 13 Month Usage History TOUI SCIECLY 18
In case of an emergency, such as door of gas, carbon monoxide or firecarbon monoxide or fire1. Leave the rare immediately.
2. Leave windows and doors in their positions are as spark.
3. From a safe area, call 9th and Columbia Gas at 1.800-432-891s.
4. From a safe area call 9th and Columbia Gas at 1.800-432-891s.
5. From a safe area call 9th and Columbia Gas at 1.800-432-891s.
6. Ways Call 8-1.1 Before You Dig Tryoutre planning a home or landscaping frour planning a home or landscaping frour planning a home or landscaping with the columbia of the co Apr May Jun Jul Aug Sep Oct Nov Doc Jan Feb Mar 29 30 32 29 30 29 32 29 33 31 32 29 Apr 30 Avg Temp 43.8\* 38.3\* 51.3\* Meter Number: 8965042 Mcf 3.6 3.5 1.1 Month Mcf. Avg 1º10-y
Apr 15 3.6 4.212°
Apr 15 3.5 38.3'
Apr 16 1.1 51.3'
Apr 16 1.1 51.3'
OVOUR Average Monthly Usage - 1.2 Mcf.
Your rotal Amrual Usage - 12.3 Mcf.
Your average modeling date is
O4/29/2016. 6 2 Service Address: 11 Customer Rd Anytown KY 12345-1234 Meter Readings - 30 Billing Days Actual Reading on 3/31 Actual Reading on 3/1 8446 8435 4Gas Used (Mcf)

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		PUBLIC SERVICE COMMISSION
DATE OF ISSUE	April 12, 2016	<b>Aaron D. Greenwell</b> ACTING EXECUTIVE DIRECTOR
DATE EFFECTIVE	May 13, 2016	TARIFF BRANCH
ISSUED BY TITLE	/s/ Herbert A. Miller, Jr. President	Bunt Kirtley
		EFFECTIVE
		5/13/2016
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### 33. CUSTOMER BILL FORMAT AND CONTENT - (Continued)

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Account Number: 12345678 999 000 1 17 Statement Date: 04/01/2016

#### **Helpful Definitions**

Customer Charge covers a portion of the fixed costs required to ensure that natural gas service is available to your home. This amount is the same with each bill.

Gas Delivery Charges are the costs of delivering the gas to retail customers. The charges for these services are regulated and these services must be purchased from Columbia Gas.

Gas Supply Cost includes the cost of natural gas, interstate pipeline charges, storage costs, and related charges and is passed through to customers at cost without markup.

Gas supply service may be purchased from a participating competitive gas supplier in the Customer CHOICE program.

Mcf is equal to 1,000 cubic feet and is used to measure your gas usage.

#### Legal Information

Rate Schedule information about rate schedules is available upon request or at ColumbiaGasKY.com.

Mail to Columbia Gas of Kentucky, Revenue Recovery, PO Box 117, Columbus, OH 43216.

Other Correspondence (except payments)
Mail to Columbia Gas of Kentucky, P.O. Box
2318, Columbius, OH 43216-2318 or contact us
at ColumbiaGasKY.com.

Taxes & Fees	+\$4.72
School Tax	\$0.71
Research & Development Factor Lex-Fay, Urban Govt, Franchise Fee	\$0.02 \$0.98
Energy Efficiency and Conservation Rider	\$0.69
Energy Assistance Program Surcharge	\$0.07
Accelerated Main Replacement Program Rider	\$2.25
Supply	+\$2.45
2Gas Supply Cost 1.1 Mcf at \$2.22510 per Mcf	\$2.45
Delivery	+\$18.17
<del>*</del>	
Ocustomer Charge 1Gas Delivery Charge	\$15.00 \$3.17
Detail Charges	

#### 5Message Board

- Enjoy the convenience of managing your account online by enrolling in Paperiess Billing, Monthly email alerts, 24/7 account access and up to two years of past bills and payment history! Enroll today at ColumbiaGaSYK.com/PaperiessBilling. Never worry about missing a payment or writing a check again by enrolling in Automatic Payment today at ColumbiaGaSYK.com.

  Take the seasonal highs and lows out by dividing your yearly energy use into 12 equal monthly payments. For budgeting that's a whole lot easier. Enroll today at ColumbiaGaSKY.com/Budget.

  Take control of your gas bill by choosing your natural gas supplier. It's your Choice. Go to ColumbiaGasKY.com and search Choice for more information.

Change Contact Information
If Information is incorrect in the Account Profile, please up

print clearly in the s	pace provided below.	
Address		
City		
State	ZIp Code	
Phone Number		
Add or Edit Email		

#### 5 WinterCare Contribution

WinterCare, Columbia Gas of Kentucky's fuel fund program, is a fund of last resort for households win have exhausted all other funds of the fund of the funds of

Monthly Contribution One-Time Contribution \$10 \$5

DATE OF ISSUE	April 12, 2010	6
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DATE EFFECTIVE May 13, 2016

**ISSUED BY** /s/ Herbert A. Miller, Jr. TITLE

President

#### **KENTUCKY**

PUBLIC SERVICE COMMISSION

Aaron D. Greenwell ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH



5/13/2016

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

#### 33. CUSTOMER BILL FORMAT AND CONTENT - (Continued)

#### 1. Bill Stub -

containing the amount due and due date. If you pay by mail, please tear off this portion, insert it in the envelope with our address showing on the outside, and return it with your payment. If you pay in person, please bring the entire bill with you.

#### 2. Service Address -

the address where you receive our service.

#### 3. Billing Summary -

an itemized record of charges and credits on your account starting with your previous balance and ending with your present balance.

#### 4. Type of Service -

indicates your service classification and detail of gas service charges. Rates and explanations for your classification are available at our office on request.

#### 5. Optional Services -

energy related services provided at the customer's request by Columbia Gas of Kentucky, Inc., or other entities for whom Columbia has agreed to bill.

#### 6. Meter Information -

Your next meter reading date.

#### 7. Meter Number and Meter Readings -

identifies the number of your individual meter and shows the previous and present meter readings on which your bill is based, the reading dates, and whether your meter reading was read or estimated. (Some meters are read every other month as a cost-saving measure.)

#### 8. Mailing Address -

the name and address of the person responsible for payment of the bill.

(T) Text

DATE OF ISSUE: February 24, 2006

Issued by: J. W. Kelly

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

DATE EFFECTIVE: 3/29/2006 PURSUANT TO 807 KAR 5:011

SECTION 9-(1) sident

Executive Director

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# GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

#### 33. CUSTOMER BILL FORMAT AND CONTENT - (Continued)

#### 9. Customer Account Number -

identifies your account on our records. For more efficient service, please use it when you call or write us about your account.

#### 10. Customer Charge and 11. Gas Delivery Charge -

covers the costs required to ensure that natural gas service is available to your home or business and physically deliver natural gas to you. The Customer Charge amount will be the same each billing period. The Gas Delivery Charge amount will vary each month according to your gas usage.

#### 12. Gas Supply Cost -

The total gas supply cost amount will vary as gas usage varies. If Customer chooses an alternative supplier, the supplier's name will also appear on the Customer's bill.

#### 13. Due Date & Amount -

the date payment is due and the amount you should pay.

#### 14. Gas Used -

the difference between the meter readings equals the amount of gas you used between the dates, shown in MCF. (1 MCF = 1000 cubic feet of gas.) A consumption history is also provided.

#### 15. Message Area -

items of interest and concern may be included in the message area from time to time.

#### 16. Columbia Gas Information -

for your convenience in contacting us, this is our address, office hours and phone number.

#### 17. Back of Bill -

the back of your bill includes additional information about services, including an explanation and other information for customers.

OF KENTUCKY EFFECTIVE 10/27/2009

PURSUANT TO 807 KAR 5:011

PUBLIC SERVICE COMMISSION

SECTION 9 (1) 27, 2009

Issued by authority of an Order of the Public Service Commission in Case N

Issued by: Hew & Milly

DATE OF ISSUE: November 6, 2009

26, 2009 By 26, 2009

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#### 33a. CUSTOMER BILL FORMAT FOR EAP CUSTOMERS

Account Number: 12345678 901 234 5 Statement Date: 11/05/20XX Page 1 of 2

# Columbia Gas: of Kentucky

#### Contact Us

Phone Emergency Service 24/7 1-800-432-9515 For gas leaks or odors of gas

Customer Call Center Hours 1-800-432-9345 7 a.m. - 7 p.m. Mon. - Frl. 8 a.m. - 12 p.m. Sat.

For hearing-impaired relay call 711.

Make payments and access your account at ColumbiaGasKY.com

Mail Payments Columbia Gas of Kentucky P.O. Box 742523 Cincinnati, OH 45274-2523

Authorized Payment Locations Find locations online at ColumbiaGasKY.com

#### Your Safety

In case of an emergency, such as odor of gas, carbon monoxide or fire:

1. Leave the building or area immediately.

2. Leave windows and doors in their

- positions and avoid doing anything that could cause a spark.
- From a safe place, away from the building or area, call 911 and Columbia Gas at 1-800-432-9515.

Always Call 8-1-1 Before You Dig If you're planning a home or landscaping project, call Kentucky 811 at 8-1-1 at least two business days before digging. A representative will mark the approximate location of underground



#### Account Profile

Your Contact Information: 123 Main St. Anytown, KY 12345-6789 Type of Customer: Residential Payment Plan

Account Number: 12345678 901 234 5

No Payment Due

is your contact information correct? Make all changes on the reverse side

#### Payment Plan Summary

Payment Plan Balance on 10/21/20XX \$23.98 Payments Received by 11/04/20XX Thank you Energy Assistance Program Credit -\$0.00 -\$65.00

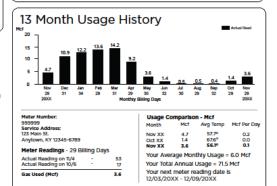
Balance on 11/04/20XX Charges for Gas Service This Period

\$5.95CR

\$41.02 CR

+\$35.07

For more information regarding these charges, see the Detail Charges on the back.





Web Colur è

Account Number: 12345678 901 234 5 No Payment Due: \$5.95CR Amount Enclosed: \$

000044135 01 AV 0.3601 \*\*\*\*\*AUTO\*\*5-DIGIT 43065 JOHN DOE 123 MAIN ST. ANYTOWN KY 12345-6789 արիկանություն երկանիկանին բանկան

Make check payable to:

COLUMBIA GAS P O BOX 742510



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DATE OF ISSUE April 12, 2016

DATE EFFECTIVE May 13, 2016

**ISSUED BY** /s/ Herbert A. Miller, Jr.

TITLE President **KENTUCKY** 

PUBLIC SERVICE COMMISSION

Aaron D. Greenwell ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH



5/13/2016

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. Ky. No. 5

#### GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

#### 34. SALES AGREEMENT (IS AND IUS RATE SCHEDULES)

#### Form of Sale Agreement

Customer shall enter into a contract with company under company's standard form of Sales Agreement and customer shall designate thereon the rate schedule under which such service shall be rendered by Company. Such Sales Agreement shall be subject to the provisions contained in the designated rate schedule and the General Terms, Conditions, Rules and Regulations applicable thereto or any subsequent changes and revisions which are made in accordance with valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

#### Term

The term of the Sales Agreement executed by customer shall be for the period commencing with the initial delivery of gas through October 31 of the next succeeding year and from year-to-year thereafter until canceled by either customer or company giving written notice to the other no later than April 1, to become effective on November 1, of such year, unless otherwise provided in the applicable rate schedule.

#### Successors and Assigns

Any company which shall succeed by purchase, merger or consolidation substantially as an entirety, of Company or of Customer, as the case may be, and any Affiliated successor in Interest which shall acquire from Company the properties of Company used in rendering service to Customer, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Sales Agreement, and either party may assign or pledge the Sales Agreement under the provision of any mortgage, deed of trust, indenture of similar instrument which it has executed or may execute hereafter; provided, however, such mortgage, deed of trust, indenture or similar instrument shall cover the properties of such party as an entirety unless such party is an Affiliated successor in Interest as above; otherwise neither party shall assign the Sales Agreement or an of its rights thereunder unless it first shall have obtained the consent thereto in writing of the party.

#### Waiver of Default

No waiver by either party of any one or more defaults by the other in the performance of any provisions of the Sales Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

> PUBLIC SERVICE COMMISSION OF KENTUCKY

8/29/2007 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Issued by: Herbert A. Miller, Jr.

DATE EFFECTIVE: August 29, 2007.

**Executive Director** 

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Issued by authority of an Order of the Public Service Commission in Case No 2007-00008 dated August 29, 2007

#### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS** (Continued)

#### 35. THEFT OF SERVICE

Company may terminate service to Customer without advance notice if it has evidence that Customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for termination or refusal of service upon which Company relies, and of Customer's right to challenge the termination by filing a formal complaint with Commission. This right of termination is separate from and in addition to any other legal remedies which Company may pursue for illegal use or theft of service. Company shall not be required to restore service until Customer has complied with all tariff rules of Company and laws and regulations of Commission.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > 1 1993 SEP

PURSUANT TO 807 KAR 5:011.

DATE EFFECTIVE: September 1, 1993

San P. Bowmen issued by:

DATE OF ISSUE: June 1, 1993

Vice President - Regulatory Services

### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS** (Continued)

**ORIGINAL SHEET NOS. 85 THROUGH 88 RESERVED FOR FUTURE USE** 

> PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

> > 1 1993 SEP

PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

DATE OF ISSUE: June 1, 1993 San P. Bowman

DATE EFFECTIVE: September 1, 1993

Issued by:

Vice President - Regulatory Services

# GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS APPLICABLE TO DELIVERY RATE SCHEDULES ONLY

#### 1. DELIVERIES OF CUSTOMER-OWNED GAS

Subject to the limitations of Company's pipeline capacity in its system, Company will accept deliveries of Customer's gas at the point(s) of receipt, less applicable retainage, for redelivery to Customer's facilities, in Mcf. Such gas volumes delivered to Company and redelivered to Customer shall be limited to the annual and maximum daily transportation volumes for each facility or, at Company's discretion, lesser volumes if Customer's expected requirements are projected to be less than stated contract quantities. These volume levels shall represent the actual expected requirements of Customer's facilities and may be exceeded only with the prior consent of Company. Notwithstanding anything herein to the contrary, in order to support reliable service on Company's system, Company may require Customer deliveries at other point(s) of receipt as designated by Company from time to time.

It is the Customer's obligation to deliver sufficient gas supplies at the points of receipt to Company for redelivery to Customer's facilities. If for a period of at least five (5) consecutive days in one billing period, the Company (1) has not received gas supply for Customer's account, and (2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the Company's issuance of a Balancing Service Interruption, and (3) the customer consumed gas on one or more days during such five (5) day period, the account may be returned to the applicable Sales Service rate at the end of the billing period.

The volumes of Customer-owned gas transported by Company, including banked volumes, to Customer at its facilities during each monthly billing cycle will be considered the first gas through the meter, as explained in Section 4, herein.

#### 2. AUTHORIZED DAILY VOLUME

Customers Authorized Daily Volume on any day consists of the sum of Customer's transported volumes (as determined herein) plus any contracted Daily Standby Service Volume the Customer has contracted for. Delivery of Customer's Authorized Daily Volume is firm, with no planned interruption, except as provided in Section 3 herein. Company may, but is not obligated, to provide additional gas volume that is in excess of the Authorized Daily Volume. These additional daily volumes shall be on a best efforts basis, and will be based on information available to Company. Consumption at Customer's facility in excess of the Authorized Daily Volume is interruptible service. In the event actual gas deliveries to Customer are in excess of the Authorized Daily Volume on any day on which the Company requires Customer to limit gas consumption to that Authorized Daily Volume, Customer shall be liable for all penalties, fines and charges incurred by Company as a result of Customer's deliveries in excess of its Authorized Daily Volume.

For purposes of this section, the portion of Customer's Authorized Daily Volume attributable to transported gas delivered to Company shall consist of two parts. The first part shall consist of volumes delivered at receipt points where the upstream transporter, producer, or other delivering entity does not report deliveries to Company on a daily basis. The portion of Customer's Authorized Daily Volumes attributable to this part shall be determined by dividing the volume of gas delivered to Customer in the month by the number of days in that month.

The second part shall consist of volumes delivered by upstream transporters which report Customer's deliveries to Company on a daily basis. If the upstream transporter's reporting system is acceptable to Company, Company may, at its option, utilize such system to determine Customer's deliveries on any day. If Company elects not to utilize such reporting system, it shall determine Customer's deliveries using the best information available, as determined by Company.

DATE OF ISSUE: January 6, 2017

DATE EFFECTIVE: December 27, 2016

ISSUED BY: /s/Herbert A. Miller, Jr.

TITLE: President

Issued pursuant to an Order of the Public Service Commission in Case

No. 2016-00162 dated December 22, 2016

KENTUCKY

PUBLIC SERVICE COMMISSION

Talina R. Mathews EXECUTIVE DIRECTOR

Jalina R. Matheus

**EFFECTIVE** 

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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# GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY

(Continued)

#### 3. INTERRUPTION

Notwithstanding the provisions of Section 2 herein, all deliveries by Company to Customer, including Customer's Authorized Daily Volumes, are subject to partial or complete interruption during force majeure situations, herein defined to mean acts of God, strikes, lockouts, or other labor disturbances, acts of a public enemy, war, blockages, insurrections, riots, epidemics, fire, storms, floods, washouts, civic disturbances, explosions, breakage or accidents to machinery or pipelines, freezing of wells or pipelines, partial or entire failure of such wells, or any other cause not otherwise provided for herein, whether of the kind herein enumerated or otherwise, not reasonably within the control of Company. All deliveries are also subject to complete or partial interruption whenever service to residential and other high priority Customers in the same local market area is threatened or to protect the integrity of Company's natural gas distribution system.

In addition, where a transportation Customer delivers gas to Company at a receipt point which is located in a local market area other than the local market area in which Customer's facilities are located, such delivery shall be considered a delivery by displacement. Company may interrupt deliveries by displacement, up to 100%, where such interruption is necessary to prevent Company from exceeding contractual limitations with its interstate pipeline suppliers, including, but not limited to, any Maximum Daily Delivery Obligation (MDDO), provided, however, that Company will use its best efforts to make deliveries by displacement, and provided, further, that Company will not interrupt deliveries by displacement pursuant to this paragraph unless

- (A) such interruption is necessary to enable Company to maintain deliveries to high priority Customers in the same local market area, or
- (B) Company's interstate pipeline supplier has directed Company to limit its deliveries to the applicable MDDO in order to enable the supplier to maintain firm deliveries on its pipeline system.

When Company interrupts deliveries pursuant to this section, Customer will pay Company \$25 per Mcf as a result of any failure by Customer to interrupt its usage when directed to do so plus all fines and penalties incurred by Company as a result of Customer's failure to interrupt.

#### 4. SUSPENSION OF DELIVERIES DURING GAS SUPPLY EMERGENCIES

Refer to Sheet No. 57, Volumetric Limitations and Curtailment Provisions.

PUBLIC SERVICE COMMISSION

OF KENTUCKY EFFECTIVE 8/29/2007

PURSUANT TO 807 KAR 5:011

DATE EFFECTIVE: September 200 Philipip Cycle

(August 29, 2007)

resident Executive Director

**Issued by:** Herbert A. Miller, Jr.

DATE OF ISSUE: September 10, 2007

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

#### GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY (Continued)

#### 5. BANKING AND BALANCING SERVICE

A. Election Customers must subscribe to the Banking and Balancing Service set forth on Rate Schedule DS and MLDS to be eligible for the provisions of this service described herein. Customers without daily metering equipment must subscribe to the Banking and Balancing Service. Daily usage and measurement can be obtained from an electronic meter device, or a charted meter device.

B. Cash-Out Customers who have installed daily metering equipment and who choose not to subscribe to Banking and Balancing Service will be placed on a daily cash-out provision, defined as follows. On days when Customer's deliveries are less than their usage, the Company will sell gas to the Customer at the higher of: (1) 120% of the average of the Daily Index prices for each day of the applicable month as N,D reported in PLATTS Gas Daily in the Daily price survey section under the heading "Appalachia" for "Columbia Gas, App." Midpoint, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage); or (2) 120% of the highest commodity purchases by the Company during the calendar month, including the delivered cost of purchases at the city gate, if any, excluding any purchases under fixed price commodity contracts for which the price was determined more than thirty days before the beginning of the calendar month. On days when Customer's deliveries are greater than their usage, Company may, at its option, purchase the excess deliveries at the lower of: (1) 80% of the average of the Daily Index prices for each day of the applicable month as reported in PLATTS Gas Daily, in the Daily price survey section under the heading "Appalachia" for "Columbia Gas, App." Midpoint; or (2) 80% of the lowest cost of purchases by the Company during the calendar month, including the delivered cost of purchases at the City Gate, if any, excluding any purchases under fixed price commodity contracts for which the price was determined more than thirty days before the beginning of the calendar month.

C. Volume Bank Under the Banking and Balancing Service, Company has established a system to account for Customer's volumes received by Company but not delivered to Customer at its facilities during the same monthly billing cycle. Such undelivered volumes shall be called a volume bank and Customer shall be permitted to receive such banked volumes at a later date at Company's discretion. Customer will use its best effort to notify Company of a planned or expected significant change in its volume bank level before that change occurs. Customer may not utilize banked volumes during any period in which a consumption limitation or interruption has been imposed pursuant to Section 3 herein. The availability of Banking and Balancing Service under this Section is contingent upon the policies, practices, and procedures of Company's interstate pipeline suppliers. Company reserves the right to request Commission approval to modify the banking system, if the policies, practices, procedures of one or more of such interstate pipeline suppliers make it impracticable for Company to continue the Banking and Balancing Service system established herein.

D. Imbalances The total volume bank of Customer shall not at any time exceed a 'bank tolerance' of five percent (5%) of Customer's Annual Transportation Volume. If, at any time, Customer's volume bank exceeds the bank tolerance, Company will purchase the excess deliveries at the lower of: (1) 80% of the average of the Daily Index prices for each day of the applicable month as reported in PLATTS Gas Daily N,D publication, in the Daily price survey section under the heading "Appalachia" for "Columbia Gas, App." Midpoint; or (2) 80% of the lowest cost of purchases by the Company during the calendar month, including the delivered cost of purchases at the City Gate, if any, excluding any purchases under fixed price commodity contracts for which the price was determined more than thirty (30) days before the beginning of the calendar month. In addition, if the Customer's exceeded bank tolerance causes the Company to incur a pipeline penalty, Customer is subject to its proportionate share of any such penalty.

Any volumes of gas that are delivered by Company to Customer in any monthly billing cycle that are in excess of: (A) Customer's volume bank from the previous month, plus (B) any volumes delivered to Company by Customer for that billing cycle, plus (C) any Standby Service volumes available to Customer, shall be considered a deficiency in deliveries. All deficiencies in deliveries to Columbia will be billed N,D to the Customer at the higher of: (1) 120% of the average of the Daily Index prices for each day of the applicable month as reported in the PLATTS Gas Daily publication, in the Daily price survey section under the heading "Appalachia" for "Columbia Gas, App." Midpoint, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage); or (2) 120% of the highest commodity cost of purchases by the Company during the calendar month, including the delivered cost of purchases at the city gate, if any, excluding any purchases under fixed price commodity contracts for which the price was determined more than thirty days before the beginning of the calendar month.

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TITLE: President

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KENTUCKY

PUBLIC SERVICE COMMISSION

Talina R. Mathews EXECUTIVE DIRECTOR

Salina R. Matheus

**EFFECTIVE** 

12/27/2016

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY (Continued)

Company may also, on its own initiative, take such actions as are necessary to (1) immediately bring Customer's deliveries and consumption into balance or (2) reduce Customer's volume bank to a level which is equal or less than the bank tolerance permitted under this section. The Company further reserves the right to set limitations prior to, or during the course of a month, on how much gas can be scheduled by the Customer in an effort to control Customer's banking activity.

- E. Balancing Service Interruption ("BSI") Customers without Daily Metering are subject to Columbia's issuance of Balancing Service Interruptions (BSIs) that will direct Customers or their Agent to schedule confirmed supply volumes to match Columbia's estimate of their daily usage adjusted for contracted standby sales quantities during an under-delivery situation and/or any balancing service N quantities that may be available from Columbia. Columbia shall provide a BSI percentage and direct Customers or their Agents to schedule confirmed supply volume equal to plus or minus 3% of the BSI percentage times the Customers' Maximum Daily Volume (MDV). This is referred to as the BSI volume. Balancing Service Interruptions may require the scheduling of a BSI volume in excess of Customers' MDV when forecasted operating conditions exceed the Company's design criteria. Failure to comply with a BSI will result in the billing of the charges below assessed against the BSI difference. The BSI difference is defined as the shortfall between the BSI volume and actual daily supply deliveries during a cold weather BSI, and the overage between the BSI volume and the actual daily supply deliveries during a warm weather BSI.
  - (A) Twenty-five dollars (\$25) per Mcf times the BSI difference; and
  - (B) The payment of all other charges incurred by Columbia as a result of Customer noncompliance on the date of the BSI difference.

Customers with Daily Metering are subject to Columbia's issuance of BSIs that will direct Customers or their Agents to adjust usage to match confirmed supply volumes or adjust confirmed supply to match usage adjusted for contracted standby sales quantities during an N under-delivery situation and/or balancing services quantities available from the Company. Failure to comply with a BSI will result in the billing of the following charges to the BSI difference, which is defined as the difference between the actual daily usage and the confirmed supply volume, plus or minus 3%:

- (A) Twenty-five dollars (\$25) per Mcf times the BSI difference; and
- (B) The payment of all other charges incurred by Columbia as a result of Customer noncompliance on the date of the BSI difference.
- F. Monthly Bank Transfers Monthly bank transfers will be permitted between one Customer/Agent ("transferor") and another Customer/Agent ("transferee") located within the same Columbia Gas Transmission Market Area and having confirmed deliveries on the same transmission pipeline. Transfers may also be permitted, solely at the discretion of the Company, between a transferor and a transferee located in different Columbia Gas Transmission Market Areas and having confirmed deliveries on the same transmission pipeline. All such transfers may only be requested once a month to be effective for the upcoming billing cycle and must be requested within three (3) business days after the conclusion of the Customers' monthly billing cycle.
- G. Termination of Service In the event service hereunder is terminated, Company will deliver to Customer volumes of Customer's gas which Company is holding pursuant to this Volume Bank section during the three monthly billing cycles following the date of termination. However, should Customer fail to take delivery of its entire Volume Bank within the three-month period, Company may, at its option, retain and purchase the undelivered banked volumes. In addition, if Customer owes Company any outstanding gas transportation charges, or other charges which are due, Company may, at its option, offset said unpaid charges by retaining as necessary, banked volumes that would have otherwise been delivered to Customer upon termination of service. The value assigned to such retained bank volumes which are purchased or retained will be the cost of Company's least expensive gas supply at the time the gas was delivered to Company.

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TITLE: President

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KENTUCKY
PUBLIC SERVICE COMMISSION

Talina R. Mathews
EXECUTIVE DIRECTOR

Jalina R. Matheus

EFFECTIVE

12/27/2016

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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#### COLUMBIA GAS OF KENTUCKY, INC.

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY (Continued)

#### HEAT CONTENT ADJUSTMENT When Company receives Customer's gas from an interstate pipeline on a dekatherm (one million Btu) basis, Company will make a heat T content adjustment in accordance with the procedures set forth below in order to deliver to Customer volumes of gas, in Mcf, equal in T heat content to the gas delivered to Company for the account of Customer. The average monthly heating value of gas measured and T

calculated by the pipeline which delivers Customer's gas to Company will be used each billing month to establish the heating value of the T gas delivered by Company to Customer. However, if locally produced gas or gas from pipelines other than the delivering pipeline is T introduced into Company's pipeline serving Customer's facilities, so as to raise a question as to the applicability of the heating value T

determined by the delivering pipeline, either

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KENTUCKY

PUBLIC SERVICE COMMISSION

Talina R. Mathews **EXECUTIVE DIRECTOR** 

Lalina R. Matheus

**EFFECTIVE** 

12/27/2016

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS** APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY (Continued)

#### **HEAT CONTENT ADJUSTMENT** - (Continued)

Company or Customer may request that gas samples be taken to determine the heating value of the gas received by Customer at its facilities. The following provision will apply in the event either party elects to have gas samples taken:

- (A) The party requesting the sample(s) will pay all costs connected with obtaining the sample(s) and having the sample(s) analyzed.
- The gas sample(s) shall be obtained at or in the vicinity of Customer's facilities during (B) normal operating hours of the facilities.
- (C) The gas sample(s) will be analyzed at a Company testing facility or at a testing facility approved by Company.
- (D) If the analysis is done by an outside testing facility, the testing facility will forward the results directly to Company and Customer, using a format provided by Company for recording the results of the analysis. If Company performs the analysis, the Company testing facility will forward the results directly to Customer.
- (E) Multiple samples taken during any billing month will be averaged to obtain a Btu value; that Btu value will be applied only for that particular billing month. No retroactive adjustments based on Btu readings obtained in a current billing month will be made to billings for any prior month.
- (F) The average Btu value obtained from sample(s) during any billing month shall be used to determine the volumes delivered by Company to Customer only if such Btu value is more than 103% or less than 97% of the saturated (wet) Btu value provided by the delivering pipeline for that month, otherwise the delivering pipeline's Btu value will be used.

#### 8. **MEASUREMENT AT POINT(S) OF RECEIPT WITH AN INTERSTATE PIPELINE**

When Company receives Customer's gas at point(s) of receipt with an interstate pipeline, all measurement shall be performed in accordance with the terms of Company's agreement with that interstate pipeline.

#### 9. QUALITY OF GAS DELIVERED TO COMPANY

Gas delivered by or on behalf of Customer to Company shall configurate of Commission quality standards.

OF KENTUCKTE COMMISSION EFFECTIVE

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Issued by:

Slaw P. Bawman

Vice President Regulatory Services PURSUANT SECTION 9 (1)

#### **GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS** APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY (Continued)

#### 10. BILLING

Company will render a statement of total gas delivered to Customer during the preceding billing month at the same time a statement of volumes transported is rendered, but no later than the 15th of the following month.

#### 11. ADDITION AND REPLACEMENT OF FACILITIES

Where it is necessary, and if Customer agrees that it should be done, Company will construct additions, replacements or betterment of its distribution system or its facilities located at Customer's facility or at the point(s) of receipt in order to accommodate the volumes of gas to be delivered by Company. Company shall install such additions, replacements or betterment and bill Customer for the cost thereof. Such bill shall be accompanied by supporting data, in such detail as Customer may reasonably require. Subject to the foregoing, Customer specifically agrees to bear the full cost of the expense for such modifications of Company's distribution facilities and of any measurement or regulation facilities, including the placement and construction thereof, installed by Company or Company's agent which are required to accomplish either the receipt of Customer's volumes into Company or the delivery of Customer's volumes to its delivery point(s). Such facilities shall, however, remain the property of Columbia.

#### 12. WARRANTY OF TITLE

Customer warrants that it will have good and merchantable title to all natural gas delivered to Company for redelivery to Customer's facilities, that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.

#### 13. CHARGES FOR THIRD PARTY SERVICES

If furnishing service to Customer pursuant to this tariff requires Company to use transportation service provided by another entity, any cost incurred by, or billed to Company with regard thereto, shall be billed to Customer by Company and paid by Customer. Such costs shall include, without limitation, transportation or delivery charges, retainage for Company use and unaccounted-for gas, filing fees, and penalties incurred as a result of gas volume imbalances or other factors set forth in the applicable rate schedule or contract of such other entity. Customer shall also reimburse Company for any filing fees paid by Company to another entity when necessary to commence or continue gas transportation service to Customer.

> PUBLIC SERVICE COMMISSION OF KENTUCKY **FFFECTIVE**

Dan P. Bawman DATE OF ISSUE: September 28, 1993

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Issued by:

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY (Continued)

#### 14. **PROVISION FOR HUMAN NEEDS**

Customers who are Human Needs Customers are required to either have installed alternate fuel equipment or contract with Company for Daily Firm Volumes of 100% of their gas requirements. This requirement shall not apply to any meter that serves only uses which are not classified as Human Needs Customers.

#### 15. **DELIVERY SERVICE AGREEMENT**

Before commencing service hereunder, Customer shall execute a service agreement in the form such as that contained within this tariff. The service agreement shall set forth among other things:

- (A) the point(s) of receipt at which Company will accept delivery of Customer's gas;
- (B) the point(s) at which Company will redeliver gas to Customer's facilities;
- (C) Customer's maximum daily and annual transportation volumes; and
- (D) the specific services and levels of such services for which Customer has contracted.

SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

8/29/2007

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SECTION 9 (1)

DATE EFFECTIVE: August 29, 2007

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Issued by authority of an Order of the Public Service Commission in Case No 2007-00008 dated August 29, 2007

	LES AGREEMENT FOR IS AND IUS ATE SCHEDULES	
AGREEMENT made and entered into as of the	e day of	, 20 by and between COLUMBIA
GAS OF KENTUCKY, INC., a Kentucky Corporatio		
, a	nutual covenants herein co	ntained, the parties hereto agree as
SECTION 1. GAS TO BE SOLD  Seller hereby agrees to sell and deliver and B Buyer in its operations at the delivery point specifie Seller's Rate Schedule(s) on file with the superseding Rate Schedule(s). The specific amou Annual Maximum Daily Daily Firm Daily Volume* Volume* Percentage Volu  * All Volumes in Mcf	d herein and pursuant to the Public Service Commission ints contracted for herein struction of Prim Daily Interruptible me* Percentage	e terms, conditions, and price stated in not fentucky or any effective nall be as follows:  Daily Interruptible
SECTION 2. TERM  This agreement shall become effective on and thereafter from year to year unless and until callater than April 1, to become effective on November	anceled by either Buyer or S	tinue in effect until
SECTION 3. DELIVERY POINT		
The delivery point shall be atPCID #	Doin!	(service address)
SECTION 4. NOTICES  Notices to Seller under this Agreement shall be and Notices to Buyer shall be addressed to it a	e addressed to it at:	
SECTION 5. CANCELLATION OF PREVIOUS CO This Agreement supersedes and cancels The parties hereto have accordingly and	s, as of the effective date he duly executed this Agreem	
COLUMBIA GAS OF KENTUCKY, INC:	BUYER	
Name (Print)	Name (Print)	
Signature Witness:	Signature Witness:	
Name (Print)	Name (Print)	
Signature	Signature	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
		8/29/2007

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## DELIVERY SERVICE AGREEMENT FOR DS AND MLDS

KAI	E SCHEDULES		
Customer's Legal Corporate Name:		CONTRACT NO:	
Customer DBA:			
Customer Group:(Name):	(Number)		
Billing Address:Street	City Sta	te Zíp	***************************************
Telephone No.	•	•	
THIS AGREEMENT, made and entered in COLUMBIA GAS OF KENTUCKY, INC., ("Co ("Customer").	nto as of the day	of .20 by and	between
WITNESSETH: That in consideration of agree as follows:	the mutual covenants	herein contained, the parti	es hereto
SECTION 1. TRANSPORTATION SERVICE the effective applicable transportation rate sch Commission of Kentucky and the terms and quantities of gas requested by Customer to b facilities. the point(s) of receipt, Customer faci and levels of said services to be rendered, Agreement.	edule of Company's 1	lariff, on file with the Publi	c Service
SECTION 2. INCORPORATION OF TARIFF subject to the Company's Terms, Conditions, same may be amended or superseded from tin made a part hereof.	PROVISIONS. This Rules and Regulation ne to time, which are in	Agreement in all respecters as contained in the tare incorporated herein by refer	s shall be iff, as the ence and
SECTION 3. INTERRUPTION. Notwithstan provisions of Columbia's Tariff to the contrar availability of capacity sufficient to provide the existing customers, or any subsequent new hidiscretion, may interrupt deliveries of gas to Columbia.	y, service under this service without detrin igher priority custome	agreement is conditioned nent or disadvantage to C	upon the lolumbia's
SECTION 4. REGULATION. This Agreemed necessary regulatory approvals and authorized appropriate, if any necessary regulatory approved	ent is contingent upon tions. This Agreeme al or authorization is no	the receipt and continuant shall become void or out so received or continued.	tion of all expire, as
<b>SECTION 5. TERM</b> . This Agreement shall be cycle following its execution and shall continue (12) months, until October 31, 20 _, and there Customer or Company giving written notice to November 1 of such year.	in effect thereafter fo after from vear to vea	r a minimum primary term r unless and until canceled	of twelve
SECTION 6. NOTICES. Any notices, except to permitted to be given hereunder shall be effect representative of the party being notified, or Delivery Service Addendum of this Agreement.	tive only if delivered r	personally to an officer or a mail to the address provic PUBLIC SERVICE	utnorized led in the COMMISSION
SECTION 7. CANCELLATION OF PRIOR AG as of the effective date hereof, all previous tw service to Customer's facilities served hereunder	o party transportation	OF KENT Agreement supersedes and agreements between the	ticancels, parties for
DATE OF ISSUE: September 10, 2007		SECTION DATE EFFECTIVE: Augu	N 9 (1)
Issued by: Herbert A. Miller, Jr.		By Signature 1	> esident

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# **h FORM OF SERVICE AGREEMENT**

		RATE SCHEDU					
		DELIVERY SERV	VICE ADDEI	/DU/	<u> </u>		1
Customer Name: Effective Billing Month/Yea Addendum to Service Agre							
A. Point(s) of Receipt int Point(s) of Receipt wi 1) Interstate Pipeline: 2) Other Point(s) of R	th Interstate P	ipelines:County:	agentinated by common				
B. Facility Address: PCID: PSID:							
C. Type of Business		*Notice of chang	ie must be re	ceive	te Fuel Data: To l d on or before Ap er billing month.	be completed by ril 1, to be effective	
Description of Business:	Delivery Rate Schedule:	Alternate Fuel: Type	*Banking an Balancing Service YES		Standby Service - Daily (Mcf)	*Standby Service - Annual (Mcf)	
		Alternate Fuel %:	□ NO	<b> </b>	(Subject to approval by Company)	(Subject to approval by Company)	
Customer Notices: (Mai	ling address f	or Contract) ( <i>Plea</i> .	se Print)	Colu	Company mbia Gas of Ken		
dba (if applicable): Address:							
City, St, Zip: Attn: Telephone #: ( ) -		Title:					
Fax #: ( ) - E-mail Address:							
IN WITNESS WHEREOF, date herein above first me	•	ereto have accordi	ingly and duly	exec	uted this Addendu	ım as of the	
CUSTOMER			COLUM	BIA G	AS OF KENTUCI	KY, INC.	l
By:(Signature Printed:	e)		:( inted:	Signa	ture) PUBLIC SE	RVICE COMMIS	3
Title:		Tit	le:		O.	EFFECTIVE 8/29/2007 NT TO 807 KAR 5:0	
DATE OF ISSUE: Septe	ember 10, 20	07		DA		SECTION 9 (1) : August 29, 2007	•
ssued by: Herbert A. M	1iller, Jr.				By S	esident	

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#### **GLOSSARY**

Account includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right-of-way.

Administrative Releases are capacity release transactions which are entered into to increase efficiency and reduce administration related to Columbia's purchase of certain system supplies.

Alternate Fuel Capabilities means Customer has installed alternate fuel equipment, access to other gas sources or has economically feasible access to other gas source.

Annual Period means the twelve-month period beginning on the first day of Customer's November billing cycle and ending on the last day of Customer's October billing cycle.

Annual Volume shall mean the estimated consumption for the Customer for a 12-month period, as determined by the Company

Authorized Daily Volume means the volume of gas on any day that Columbia would deliver to Customer with no planned interruption of that volume.

Billing Month is the period elapsed between consecutive monthly meter readings, whether actual or estimated.

Btu is one (1) British Thermal Unit.

Capacity Release means FERC Order 636 provides companies, which have contractual entitlement to firm interstate pipeline transportation capacity, the opportunity to release such capacity on a temporary or permanent basis for a fee.

Commercial Customer is a customer using gas service through a single meter in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multi-family row housing, doubles, duplexes, combination commercial and residential accounts shall be considered commercial if commercial usage is half or more than half of the total service, and all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purpose of residences. Includes warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges. associations, restaurants, warehouses, railroad and bus stations, banks, laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, private hospitals, private schools, churches, religious and charitable institutions, governmental agencies, or the like.

Commission is the Kentucky Public Service Commission.

PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

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#### **GLOSSARY**

Company is "Columbia Gas of Kentucky, Inc.," the entity who owns, controls, operates and manages facilities used in connection with the distribution or transportation of natural gas service.

Company's Billing Cycle means the Company's accounting revenue month.

Customer is any person, firm, corporation or body politic applying for or receiving service from the Company.

Customer's Billing Cycle means the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer's facilities.

Customer's Facilities means the Customer's property, factories, and buildings where natural gas is being consumed.

Customer's Maximum Daily Requirement means Customer's maximum estimated usage during any 24-hour period as determined by Company.

Daily Firm Volume is the portion of an Interruptible Service Customers Maximum Daily Volume requirements that Customer has chosen to purchase under a published rate schedule from Company which will make gas available at all times except when interruption is necessary due to Force Majeure conditions or where service to Human Needs Customers is threatened.

Day is a period of twenty-four (24) consecutive hours, beginning at 10:00 a.m.

Dekatherm or Dth means one million British thermal units (Btu's).

Firm Sales Service Volumes means the portion of an Interruptible Service Customer's requirements that Customer has chosen to purchase gas under a published sales rate schedule from Company on a firm regular basis.

Human Needs refers to residential Customers and all Customers whose facilities are used for residential dwellings on either a permanent or temporary basis (such as, but not limited to, apartment buildings, correctional institutions, hospitals, nursing homes, hotels and motels).

Industrial Customer is a customer using gas primarily in a process which either involves the extraction of raw materials from the earth, or a change of raw or unfinished materials into another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.

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#### **GLOSSARY**

Local Market Area means a continuous, physically-interconnected system of Company-owned distribution piping through which the Company provides natural gas service to Customers in a discrete geographic area, utilizing one or more common points of delivery from interstate pipeline supplier(s).

Maximum Daily Volume is the greatest volume of gas which Company shall be obligated to deliver to Customer and which Customer shall be entitled to receive from Company during any one day.

**Mcf** is the abbreviation for one thousand (1,000) cubic feet of gas.

Off-System Sales and exchanges are arrangements to sell gas to non-traditional customers. The term "off-system" is used because the transfer of title will occur at a point somewhere other than at Columbia's traditional customer meter locations.

Operational Sales are sales which are required during times of over supply to avoid other high costs such as pipeline penalties.

Opportunity Sales are sales which occur when prevailing market conditions, price volatility, system demand, and storage levels all combine to present opportunities to earn margins from off-system sales.

Points of Receipt means those measurement locations where Customer-owned gas is delivered into Company's system.

Residential Customer is a customer using gas in a single-family residential dwelling or unit for space heating, air conditioning, cooking, water heating, incineration, refrigeration, laundry drying, lighting, incidental heating, or other domestic purposes. Includes a tenant billed for natural gas consumption or use by other tenants at the same premises that are metered separately.

Standby Service means a type of Backup Service available to DS and MLDS Customers which will make the contracted quantities of gas available at all times except when interruption is necessary due to force majeure conditions or where service to human needs Customers is threatened.

> RVICE COMMISSION OF KENTUCKY

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